

SECTION SF 1449 CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001		1.00	Lot		\$	\$
					<hr/>	
					NET AMT	\$

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-SEP-01 TO 31-AUG-02	Lot	1.00	Dest.	

The Government hereby accepts your offer of March 19, 2001 submitted in response to Solicitation No. DAMT01-00-R-0056, dated February 2, 2001, for all awarded line items as identified on the following pages in accordance with the accepted rates identified in Attachment A.

For the purpose of administrative convenience, all amendments to the solicitation have been posted to the resultant contract and are in full force and effect.

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.216-22	Indefinite Quantity	OCT 1995
52.216-27	Single or Multiple Awards	OCT 1995
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.245-1	Property Records	APR 1984
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.228-7006	Compliance With Spanish Laws and Insurance	DEC 1998
252.242-7000	Postaward Conference	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

**ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS**

Contract Clause FAR 52.212-4, Contract Terms and Conditions – Commercial Items, incorporated in full text, is hereby tailored to reflect the following changes to Paragraph (c), Changes, in accordance with FAR 12.302(a):

“c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties except for items/provisions delineated in the contract as within the authority of the Contracting Officer. Where the Government requests a change requiring written agreement of the parties, the parties agree to undertake best efforts to affect the requested change. Changes in the terms and conditions of a delivery/task/ shipping order issued under the contract may be made in writing on a unilateral basis by the Government.

1) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer must make an equitable adjustment in the contract price, the delivery schedule or both, and shall modify the contract.

2) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order.

3) If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

4) Failure to agree to any adjustment shall be a dispute.”

Other Provisions:

Regulatory Compliance

The carrier must comply with regulations of the Federal Maritime Commission and the Service Transportation Board, Department of Transportation and/or other governmental organizations, including local regulations at origin, destination and in-transit as may be applicable for service to the Government in carriage of cargo as set forth in this solicitation.

1.0 Bunker Adjustment Factor (BAF)

A. An allowance for fluctuations in marine fuel prices shall be paid to the contractors or Military Traffic Management Command (MTMC) in accordance with the following:

1. The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty-foot containers. For breakbulk cargo they are measurement tons. The compensation per freight payable unit will be derived by multiplying the appropriate technical factor times a fuel price dollar differential. The payments will be made on a voyage basis and apply to both directions for routes listed below.

2. The differential in fuel price shall be computed relative to a base price. For routes 01, 16D, 79D and 54 it is computed for Los Angeles. For all other routes referenced in this section, the base price is computed for Norfolk. The source of price information is the Platts Oilgram Bunkerwire. These prices are quoted in dollars per metric ton. They will be converted to barrels by dividing by 6.55. The base price for fuel is the average weekly price based on a composite of fifty percent Heavy Fuel Oil (HFO) and fifty percent Marine Diesel Oil (MDO).

3. A four week rolling average price will be computed by MTMC for these two ports. The rolling average price will be based on the four weeks preceding the week of sailing in order to calculate the BAF adjustment. Prices are then evaluated on a weekly basis and compared to the baseline and a dollar differential and a percent differential will be computed by MTMC.

4. These computations will be distributed to the contractors. The dollar differentials for Los Angeles and for Norfolk are the new average prices minus the base price for each port. The percent differentials are derived by dividing dollar differential by base price. If the percent differential is greater than .20 for either port a payment will be made to the relevant contractors in the following quarter. If the percent differential is less than -.20 MTMC will recover payments in the following quarter. If the percent differential is .20 to -.20 no payment will be made.

B. Contractors are responsible for indicating on their shipment invoice whether a fuel payment is due them whether no fuel payment is to be made, or whether a fuel payment is due MTMC. If a fuel payment is due the contractors, they must compute the value of the payment and indicate this on the shipment invoice. Each invoice shall contain the following voyage information. Number of containers by size or MsT shipments, ship name, sailing dates, Port of Embarkation (POE), and Port of Discharge (POD) contractor voyage number and route index, MTMC voyage number, and original invoice number.

1. The technical factors and their freight payable units are shown in Table 1.

TABLE 1. TECHNICAL FACTORS

Payable Unit	Factor
For Route 01	
20 foot container	4.35
40 foot container	7.25
Breakbulk	0.12
For Route 05	
20 foot container	2.88
40 foot container	4.80
Breakbulk	0.07
For Route 06A	
20 foot container	5.55
40 foot container	9.25
Breakbulk	0.16

2. For other Routes the factor is determined within mileage based zones. Table 2 shows these factors

TABLE 2. MILEAGE BASED FACTOR

Routes	20' BAF	40' BAF	BB BAF
61 Guam-Korea, 61 Guam-Okinawa, 61 Guam-Manila, 61 Guam Japan, 39 and 43	2.1	3.5	.07
79 Hawaii - Kwajalein, 61 Guam-Singapore 61 Guam-Thailand and 32	4.2	7.0	.13
54D, West Coast to Kwajalein, 06B, 06C, 10, 11, 12A, 16 (Hawaii – Far East), and 55	6.3	10.5	.19
7, 12B, 12 C, 13, 54	8.4	14.0	.25

C. The fuel allowance applies to contractor purchases of fuel from normal commercial suppliers and does not apply when fuel has been provided or subsidized by the U.S. Government or foreign Governments.

D. A baseline price is developed over a thirteen-week period and it does not change during the life of the contract. The base period for this contract is the thirteen weeks immediately preceding due date for initial proposals.

2.0 Currency Adjustment Factor (CAF)

A. An allowance for fluctuations in foreign currency exchange rates shall be paid to the contractors or to MTMC for those routes shown in Table 1 below in accordance with the following:

1. The allowance shall be paid per freight payable unit of cargo. For containerized goods, these units are twenty and forty foot containers. For breakbulk cargo they are measurement tons. The compensation per freight

payable unit will be derived by multiplying the appropriate technical factor times an exchange rate differential times the ocean freight charge. The technical factor is .15 for all routes.

2. Base rates and differentials in currency exchange rates shall be computed for the currencies shown in Table 1. The applicable currency for payment shall be determined by the foreign port of discharge and applied to both directions of the voyage.

TABLE 1. ROUTES AND CURRENCIES

<u>Route</u>	<u>Country</u>	<u>Currency</u>
01E	Japan	yen
01A3	Okinawa	yen
01A2	S. Korea	won
05 and 11	United Kingdom	pound
05 and 11	Germany	mark*
05 and 11	Netherlands	guilder*
05 and 11	Belgium	franc*
06A and 12A	Spain	peseta
06A and 12A	Italy	lira

*These three currencies will be treated as a composite, with each having a weighing of the following:

Currency	Port	% Weight
Dutch Guilder	Rotterdam	55%
Belgian Franc	Antwerp	25%
German Mark	Bremerhaven	20%

3. The base rates are the average weekly rates from of the exchange rates for each of these currencies. The source for these rates is the Monday Wall Street Journal World Dollar. The base rates will be computed by MTMC and distributed to the contractors.

4. . A four week rolling average exchange rate will be computed by MTMC for these currencies on a weekly basis. The rolling average exchange rate will be based on the four weeks preceding the week of sailing in order to calculate the CAF adjustment. Exchange rates are then evaluated on a weekly basis and compared to the baseline. The percent differentials for each currency are derived by dividing the (new average exchange rates minus the base rates) by the base rate. If the percent differential is greater than .10 for & given currency then payment will be recovered by MTMC during the following quarter for voyages related to that currency in this Contract. If the percent differential is less than -.10, payments will be made in the following quarter to contractors for voyages affected by this currency. If the percent differential is .10 to -.10, no payment will be made

B. Contractors are responsible for indicating on their shipment invoice whether a currency payment is due them, whether no currency payment is to be made, or whether a currency payment is due MTMC. If a currency payment is due the contractors, they must compute the value of the payment and indicate this on the shipment invoice. Each invoice shall contain the following voyage information: number of containers, ship name, sailing dates, POE and POD, contractor voyage number and route index, MTMC voyage number, and original invoice number.

C. A baseline exchange rate is developed over a thirteen-week period and it does not change during the life of the contract. The base period for this contract is the thirteen weeks immediately preceding due date for initial proposals.

3.0 Maritime Clause.

3.1 Application of COGSA. The United States Carriage of Goods by Sea Act (COGSA) 46 U.S.C. 300-1.315 is incorporated into this solicitation and shall apply to the ocean transportation of all goods (including goods in

containers stowed on deck, which shall be considered as goods stowed under deck) under any Shipping Order with the same force and effect as if the Act applied to such carriage by express provision therein; except that as to deck cargo the Government shall bear the risk of perils inherent in deck carriage provided, however, in case of loss, damage or shrinkage in transit, the rules and conditions governing commercial shipments shall not apply as to the period within which notice thereof shall be given the contractor or as to the period within which claim, therefore, shall be made or suit instituted. For the purpose of interpreting Section 4 of the Act "Limitation of Liability" a container shall be considered one package only for bulk cargo. For all other cargo the limitation of liability set out in Section 4 of the Act shall apply to each package, and for cargo not in packages to each measurement ton of cargo, within the container. The carriage of cargo under any Shipping Order issued pursuant to this solicitation shall not be deemed or construed to be the carriage of cargo pursuant to special terms and conditions as provided for in Section 6 of the Act; and nothing in this solicitation is intended to relieve the contractor or the vessel from liability for loss or damage to or in connection with the goods arising from negligence, fault or failure in the duties and obligations provided by the Act or to lessen such liability otherwise than as provided therein. The contractor shall be liable as a common Carrier by land for any loss of or damage to cargo while being transported under this solicitation between any inland origin and the vessel's side and between the vessel's side and any inland destination.

3.2 Scope of Voyage (Liberties).

3.2.1 In any situation, whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the contractor or master of the vessel is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, or to make it unsafe, imprudent, or unlawful for any reason to begin or continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port, the master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Government's goods may, upon notification to and with the consent of the Contracting Officer, discharge the goods into another port, depot, lazarette, craft, or other place, or retain the goods on board until the return trip or until such other time as is deemed mutually advisable. This notice shall include, but not be limited to, the planned port of discharge of the cargo and any measures planned to protect the cargo. If the Contracting Officer determines that the planned disposition of the cargo is not in the Government's best interest, the contractor shall comply with the PCO's direction to the contractor to divert the cargo to a port of the Government's choice and to make any other arrangements for the cargo the PCO deems necessary to protect the Government's interest. The contractor may be entitled to an equitable adjustment to the Contract for actions taken pursuant to the PCO's direction. However, for any services rendered without prior notice to and consent of the Contracting Officer, the contractor shall not be entitled to an equitable adjustment. In no such case shall freights be payable until the goods are delivered to the named destination on the Shipping Order. In any event, the contractor shall at all times be responsible to assure the security and protection of the cargo until relieved of such responsibility by the Government or its designated agent.

3.2.2 The contractor, the master and the vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the Government of any nation or department thereof or any person acting or purporting to act with the authority of such Government or of any department thereof, (or by any committee or person having, under the terms of the war risk insurance on the vessel, the right to give such orders or directions). Delivery or other disposition of the goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The vessel may carry seized contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

3.3 Force Majeure.

The act of God, enemies, fire, restraint of princes, rulers of people, and all dangers and accidents of the seas, rivers, machinery, boilers and steam navigation, and errors of navigation throughout this Contract are mutually excepted. The vessel shall have the liberty to deviate for the purpose of saving life and property, to tow or to be towed, to sail with or without pilots, or to go into dry dock or into ways with or without cargo on board. However, in no case shall the contractor be entitled to extra compensation for such a deviation and the contractor shall not be relieved of responsibility for delivery of cargo to the destination named in the Shipping Order.

3.4 Strikes.

3.4.1 Loading Port -- In the event the vessel or the loading of the vessel is delayed by reason of strikes or stoppage of work, the contractor may, at the loading port dispatch the vessel with such portion of the cargo as may then be on board.

3.4.2 Discharge Port -- In the event the vessel or discharge of the vessel is delayed by reason of strikes or stoppage of work, the contractor at the discharge port may discharge the cargo still on board or with the approval of the Government dispose of the cargo or any part of it at the Government's risk and expense.

3.5 Amended Jason Clause. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the contractor is not responsible, by statute, contract, or otherwise, the goods, Shippers, consignees, or owners of the goods shall contribute with the contractor in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges

incurred in respect of the goods. If a salvaging vessel is owned or operated by the contractor, salvage shall be paid for as fully as if such salvaging vessel or vessels belonged to strangers.

3.6 General Average: General average shall be adjusted, stated and settled, according to York-Antwerp Rules 1974 as amended 1990, at such port or place in the United States as may be selected by the contractor, and as to matters not provided for by those Rules, according to the laws and usages at the Port of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

3.7 Liens

3.7.1 Seizure of Cargo: The contractor agrees that it will not assert any type of lien, including a maritime lien, on any cargo shipped by the Government under this Contract. The contractor further agrees that it will not take any action to seize, arrest, hold, or otherwise detain such cargo through any judicial process in the U.S. or any foreign country. The contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

3.7.2 Freight: There shall be no liens, including maritime liens, asserted on any freights payable by the Government under this contract. The Contractor agrees to insert this clause in all subcontracts at any level and to expend any resources necessary to expeditiously enforce the provisions of this clause against such subcontractors.

4.0 War Risk

4.1 Compensation. In the event it is necessary for the vessel's owners to pay premiums to extend the coverage of crew, hull and machinery, protection and indemnity insurance and insurance covering the loss and damage cargo of while aboard the vessel to include war risks in excess of premiums on such war risk coverage on the date the contractor's rates were submitted under this Agreement, or to pay crew war risk bonuses as a result of the vessel entering the war risk area, the Government shall reimburse the contractor for a percentage of such extra premium and bonus payments based on the ratio existing between the cargo carried for the account of MTMC which is loaded or discharged at ports within the war risk area and the total cargo aboard the vessel which is loaded or discharged at ports within the war risk area.

4.2 In the event the vessel calls at ports within a war risk area solely for the purpose of loading or discharging cargo for the Government, the Government shall compensate the contractor IAW the changes clause for all such excess premium and bonus payments and for the extra cost of cargo war risk insurance premiums on commercial cargo aboard the vessel at the time of entry into the war risk area.

4.3 If Commercial Marine, War Risk, and Liability Insurance is not available or if Marine, War Risk, and Liability Insurance through the Secretary of Transportation under Sections 1202-1.205 of the Merchant Marine Act of 1936, 46 App. U.S.C. 1282-1285, is available at a lesser rate, the Procuring Contracting Officer (PCO) reserves the right to require contractors to obtain the necessary Marine, War Risk, and Liability Insurance from the Secretary of Transportation. Further, in the event that the Secretary of Defense, or his/her authorized designee, is authorized to provide and does provide indemnification to the Secretary of Transportation under Section 1205 of the Merchant Marine Act, 1936, 46 App. U.S.C. 1285, for Marine, War Risk, and Liability coverage without premium, the Contracting Officer reserves the right to require the contractor to obtain such insurance from the Department of Transportation and no premiums as set forth in Paragraphs a(1) and (2) above will be paid to the contractor.

4.4 Limitation of Government Liability. No payments shall be due from the Government under this Section unless and until the contractor shall also assess such costs against commercial cargo loaded or discharged in the war risk area.

4.5 The contractor agrees to add the United States Government as an additional assured on its War Risk Policy with waiver of subrogation noted, for which the Government has agreed to reimburse the extra premium under this Section.

5.0 Damage to Carrier Equipment

5.1 Should a container, chassis, tractor, or any other piece of contractor equipment, excluding the vessel, be damaged or lost by act, neglect or failure of equipment of the Government, its agents, employees or contractors (other than the prime contractor) while such contractor equipment is in the custody of the Government, its agents, employees or contractors (other than the prime contractor), the Government shall repair or reimburse the contractor the least of the following: the reasonable costs of repairs or the fair market value of the container immediately prior to the loss or damage. The contractor will assign to the Government any rights, causes of action, or other claims which the contractor may have against third parties with respect to such damage. The Government shall not be liable for the repair of any damage under this Section unless written notice specifying such damage shall have been given to and acknowledged by the Government or its authorized representative at the time custody of the container or other equipment is returned by the Government to the contractor.

5.2 Carrier equipment shall be considered lost when theft or disappearance is certified as such by the Ordering Officer (OO)/Contracting Officer's Representative (COR) or its representative and upon concurrence by the Contracting Officer. No pre-determined time frame shall govern when equipment must be declared lost under this Contract. Once a piece of contractor equipment is certified as being lost, any per diem or detention or liquidated damage charges accruing for account of either the contractor or the Government shall cease, effective with the date specified in the certification. Accrued charges after the date of certification shall be canceled and not considered part of the reimbursement to the contractor.

6.0 Shipments by Authorized Agents of the Government

6.1 The following provisions apply only for authorized agent shipments which include, but are not limited to, shipments of Code 3 Military by Household Goods (MHG) International Through Bill of Lading (ITGBL) Carriers and privately owned vehicles (POV) by Global POV Contractors.

6.2 Booking of cargo.

6.2.1 Shipments booked by authorized agents will be booked in accordance with the best value criteria used to award cargo on the designated routes and SCRs, consistent with VISA priorities; and the lowest cost Contractor on the non-designated routes who can best meet the delivery requirement.

6.2.2 Shipper agrees to offer cargo for booking upon no less than 5 working days notice prior to a port departure date unless a later time is agreed upon by the parties. The contractor providing the transportation service must accept an offering of cargo and notify the shipper of such acceptance, as specified in paragraph 4.2.1.3.

6.2.3 The shipper will prepare a delivery order in a format as mutually acceptable by the parties. The delivery order shall be evidence of ownership and will constitute the contract of carriage issued to the contractor.

6.3 Submission of Status Reports. Contractors must provide reports to the authorized agent who ordered the transportation services as prescribed in paragraph 4.4.2.1; however, rather than reporting at the TCN level, the contractor may report by delivery order when mutually agreeable by the parties.

6.4 Payment. The authorized agent shall make payment directly to the contractor providing ocean service thirty days after receipt of an invoice. The contractor must invoice directly to the authorized agent for payment of services rendered to include detention. The contractor must notify the Contracting Officer if payment is not received within forty-five (45) days after submission of invoices to the authorized agents.

7.0 CARRIER PROTECTION FROM COMPETITION - A carrier receiving an initial award in response to the solicitation for this contract shall, during the original period of this contract, be protected from the subsequent competition of other carriers after that initial award within the limitations of the Cargo Preference Act of 1904. This carrier protection encourages initial full and open competition, protects the integrity of the contracting process, facilitates a streamlined acquisition process, promotes DOD's sealift readiness goals implemented in the VISA priorities, and complies with applicable law.

(a) Cargo Preference. The availability of U.S. flag service will be evaluated up to the date for responses to the RFP that resulted in this contract. While initial awardees may be subject to contractual remedies for failure to provide promised U.S. flag service, an initial award for foreign flag service that complies with law at the time of award will be displaced during the period of the contract by another carrier's subsequent offer of U.S. flag service for the same requirement only in accord with the following procedures.

(1) Initial award(s) will not be displaced until the minimum cargo guaranteed to the initial awardee(s) has been offered to the awardee(s).

(2) If a "late" offer is received after initial awards under this contract and has been evaluated as acceptable by the government, the government will provide the initial awardee(s) for the requirement met by the "late" offer a sixty (60) day notice of that decision before ordering transportation against a contract awarded to the "late" offeror.

(3) Initial awardees displaced by a "late" offeror remain eligible to receive future orders for transportation when the "late" offeror is unavailable or as otherwise authorized by this contract and applicable law.

(b) VISA Priority. The VISA priority of an offeror will be evaluated up to the date for responses to the RFP that resulted in this contract. While initial awardees may be subject to contractual remedies for failure to maintain a VISA priority throughout the period of this contract, an initial award that complies with VISA priorities at the time of award will not be displaced during the period of the contract by another carrier that attains a higher VISA priority for the same requirement only after the date for responses to the RFP that resulted in this contract.

(c) Should a carrier reduce its ocean, inland or single factor rates during the period of this contract, its competitive position in relation to other carriers shall be determined on the basis of its initial rates.

(d) A carrier who, after the date for responses to the RFP which resulted in this contract, begins service meeting a requirement of this contract but did not submit an offer for that requirement under the RFP, will be considered for a contract at a negotiated rate level, but such carrier's rate will not be utilized except as necessary when capability from carriers which already hold a contract is not available to meet the requirement.

(d)

ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

BACKGROUND: Pub. L. 101-552, the Alternate Dispute Resolution Act encourages the use of alternative means of resolving disputes involving Government agencies. The Act is based on Congress' finding that alternative

processes, including mediation, often “yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes.”

PARTNERING: To most effectively accomplish this contract and resolve potential disputes, the MTMC Contracting Office proposes to form a cohesive partnership with the Contractor. Partnering lays the foundation for better working relations on a project including better dispute resolution. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule. This partnering would be bilateral in make-up and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price. All partnering procedures shall be conducted IAW applicable ADR laws and regulations.

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1.0 Background

1.1 Streamlined, Performance-Based Process

USTRANSCOM and its industry partners have streamlined the processes involved in soliciting, evaluating, awarding and administering contracts for Intermodal sealift. A strategy was developed. The strategy maintains a competitive environment, while considering the needs of both customers and suppliers, focuses on reducing costs and implementing performance-based contracts. The strategy has two major elements. They are:

- Streamline rates and data solicited
- Streamline terms and conditions; e.g., eliminating redundant requirements and developing a performance-based work statement

1.2 Government/Industry Teamwork

This work statement has been developed by an Integrated Process Team, Government/Industry partnership, whose intent was to satisfy the elements of the strategy, while providing the foundation for competitively-awarded contracts for Intermodal sealift at increased levels of service quality at reduced costs to the Government.

2.0 Scope

2.1 International Cargo Transportation

This contract is to provide international cargo transportation services using ocean common or contract carriers offering regularly scheduled commercial liner service for requirements that may arise in any part of the world and involve ocean movement for the routes covered herein. Contractors under contract must be capable of providing ocean, intermodal and related transportation services to support their offered services as required herein.

This contract is primarily for U.S. Department of Defense (DoD) sponsored requirements. Other organizations may fill their requirements through this contract only as designated by the Procurement Contracting Officer (PCO).

2.2 General Scope

The general scope of services under this contract includes:

- Ocean transportation
- Related Intermodal movements
- Infrastructure
- Transportation services
- Management expertise

2.3 Excepted Cargo

Excepted type cargoes are included in the scope of this contract, but prices for movement of such cargo have not been negotiated at the time of award. The parties will attempt to reach a mutually agreeable price for the movement of "excepted type cargoes" before they can be booked. If the Government accepts a price submitted by the Contractor in response to a solicitation of a rate for a proposed Government modification, the Government may issue a priced amendment for the movement of "excepted type cargo" under the changes provisions of FAR 52.212-4.

2.4 Government Volume Commitments (Exclusive of Specialized Customer Requirements (SCR))

The minimums identified below must only apply to awardees providing US-Flag or combination service during the term of the contract. Empty government owned or leased containers will not be used to satisfy minimums under this

requirement. Space available cargo accepted by the Contractor must be counted toward the minimum cargo commitment.

2.4.1. Container Minimums (General Requirements - Designated)

The Government commits to ship the following annual minimum volume of forty-foot equivalent (FEU) for each outbound route/zone indicated below.

<u>Outbound Routes/Zones</u>	<u>Minimum FEUs</u>	
01	1454	West Coast/Far East
05/11	539	East & Gulf Coasts/Europe & UK
6A	59	East Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor \$250.00 per FEU shortfall in place of actual damages.

2.4.2 Breakbulk/Roll-On Roll Off (RoRo) Minimums – General Requirements – Designated Routes

The Government commits to ship the following annual minimum measurement tons (MsT) for each designated outbound route/zone during the term of the contract for each of the following

<u>Outbound Routes/Zones</u>	<u>Minimum MsT</u>	
01	32,950	West Coast/Far East
05/11	11,500	East & Gulf Coasts/Europe & UK
6A	1,500	East Coast/West Med

In the case where the Government fails to ship the minimum guaranteed cargo on a designated route, the Government will pay the contractor \$7.00 per MsT shortfall in place of actual damages.

2.4.3 Tonnage Minimums

The Government commits to ship one measurement ton or 1 FEU container as appropriate for awardees of inbound service for route/zone combinations 01, 05/11, 6A and all other outbound/inbound routes listed herein.

2.4.4 Maximum Cargo

The maximum cargo to be shipped under this solicitation for trade routes/zones identified herein must not exceed total dead weight capacity with all Contractors during the term of these documents.

2.5 Specialized Customer Requirements (SCR) Minimums (FEU Equivalents)

The Government commits to ship the minimum cargo volumes as identified in Section 5.4.1.

2.6 Period of Performance

2.6.1 Base Period

The one-year base period of performance for this contract is 1 September 2001 through 31 August 2002.

2.7 Hazardous Cargo

2.7.1 Limitations of Contractor's Obligation

1. The Contractor must have the right to reject hazardous cargo including explosives; or any cargo deemed to be dangerous or obnoxious in character other than such cargo for which a specific commodity rate is provided herein.

2. The Contractor must refuse to transport hazardous cargo either by land or by ocean, which does not conform in all aspects to applicable U.S. or foreign Governmental regulations.

3. A list of hazardous cargo expected to be shipped under this contract is at Attachment 1. Contractors will identify to the PCO any cargoes listed on this attachment, which are precluded from carriage due to Contractor policy (versus regulatory preclusion) prior to award. Unless contractors have specifically identified which commodities are precluded from shipment on their vessels, contractors must accept all commodities listed at Attachment 1 when they are packaged, labeled, and documented in compliance with regulatory requirements. Contractors must notify the Contracting Officer of any changes to the precluded hazardous cargo list during the contract period.

2.7.2 Data Safety Work Sheets

The use of "tremcards" are required in some countries to describe procedures in event of problems during the transit of hazardous commodities. Where this requirements exists, contractors are required to issue "tremcards" to their subcontractors in conformance with local requirements when the inland movement is included in the services ordered by the Government.

2.8 Quality Control, Reporting, and Records

2.8.1 Quality Control

The Contractor must establish and maintain a Quality Control Plan (QCP). The QCP shall cover as a minimum how the Contractor intends to meet the requirements of all performance objectives and what mechanisms will be used to monitor and proactively manage DoD shipments moving in the Contractor's system to ensure quality service. The plan will also include the timely reporting of information to designated Government personnel for any potential performance shortfalls, problems/failures, and other incidents that are likely to result in loss/damage of DoD cargo or delays beyond required delivery dates. A copy of the QCP shall be submitted to the Contracting Officer within thirty (30) calendar days from the date of contract award. The Contractor shall revise the plan and submit it to the Contracting Officer within ten (10) calendar days after notification by the Contracting Officer of deficiencies requiring correction.

2.8.2 Reporting

Performance Reporting – Contractors will be required to provide a monthly performance report to the Contracting Officer for each awarded contract. The report will include a separate analysis of performance for each major customer having a SCR.

The report will:

(a) Identify monthly trends in performance for the following performance objectives (as a minimum) – Performance Objectives 12, 19, 20, 26, 32, 70, 73, 75, 78, and 79.

(b) Provide specific details for shipments failing the performance standards for all objectives, and a plan for correction.

(c) Highlight specific problem areas such as no-shows, custom clearance delays, a container detention, equipment damage, schedule deviations, missing/late documentation, hazardous cargo, etc.

(d) Provide recommendation to improve service and achieve cost efficiencies.

(e) Identify any liquidated damages and detention to be assessed since previous report by Transportation Control Number (TCN).

2.8.3 Format and Submission Dates.

Specific guidance concerning the format and due dates of monthly reports will be jointly developed by contractors and Government to ensure maximum use of electronically transmitted data in standard formats and the establishment of realistic timelines for obtaining complete and accurate information as timely as possible. The Contracting Officer will schedule meetings as early as possible after award of contract to develop this guidance.

3.0 Reserved

4.0 Performance Requirements

Performance Requirements in this document are expressed in the following manner:

Each performance requirement may contain the following three elements. In each case, when taken together, these elements constitute a performance requirement.

- **Performance Objective** - A statement of the outcome or results expected of the contractor (not output!)
- **Performance Measures** – The critical few characteristics or aspects of achieving the objective that will be monitored by the Government, those things that the Government will analyze. Each objective may have one or more measures.
- **Performance Standards** – The targeted level or range of levels of performance for each performance measure)

Use of Performance Measures/Standards

Not every performance objective in this contract has a related performance measure or performance standard. However, every performance objective is a contractual requirement. For those performance objectives that do not specify a measure or standard the measures and standards are IAW standard commercial practices, i.e., substantial compliance with local customary trade practice. Performance measures/standards, where specified, may be used to achieve a variety of goals, including collection of data to test the practicality of a performance standard; identification of a performance standard of less than 100% compliance; emphasis on most critical performance objectives; collection of data to support quality assurance and contractual remedies (including evaluation of past performance, discussion at Quality Council meetings; etc.) and similar goals.

4.1 General

All in Rates

Rates solicited for services obtained under this contract are “all in” rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), accessorialss identified, and other cost responsibilities cited herein.

4.1.1 Alternate Service

Performance Objective No. 1 – The Contractor must be responsible for services required by the booking, even if the Contractor makes alternate arrangements with another provider.

Performance Objective No. 2 – The Contractor must notify the Ordering Officer (OO) of the alternate arrangements prior to implementation.

Performance Measures

Performance Standards

OO notified

100%

Performance Objective No. 3 – The Contractor must use the Voluntary Intermodal Sealift Agreement (VISA) priorities when making alternative arrangements and cannot use a lower VISA priority without approval of Military Traffic Management Command (MTMC).

Performance Measures

Performance Standards

VISA priorities used

100 %

4.1.2 Recurring Service Failure Resolution

The Contracting Officer reserves the right to obtain service from another source when:

- a. The Contractor is unable to provide the service specified within this contract, or
- b. The Contractor fails to complete ordered service within the time and service requirements described in a Performance Objective (and Performance Measure and Performance Standard, where applicable), where a systematic problem exists in the judgement of the Contracting Officer.

The Contracting Officer will provide the Contractor with prompt written or electronic notice of the Contractor's inability to provide the required service before obtaining service from another source. The action by the Government to obtain service from another source is a remedy independent of other remedies provided in this contract, will not necessarily constitute "default" or require remedies in this contract for default, will not preclude the Government's rights in the event of Contractor default, and will not preclude the Government's use of other remedies provided in the contract.

In the event the Government must obtain service from an alternate contractor, the associated volume will be deducted from the Contractor's minimum volume commitment (MVC) and will not be counted towards the alternate Contractor's MVC (if any).

The Contractor must provide the Government evidence that it is once again capable of providing service in accordance with the contract requirements and the Contracting Officer will promptly decide whether that evidence warrants reinstatement of the Contractor's service.

4.1.3 Invoicing and Payment

Performance Objective No. 4 – Contractor must prepare and submit invoices or proper documentation for payment of shipments in accordance with the procedures in Attachment 15. Where the MRM 15 Program has already been implemented by the effective date of the contract the Contractor must comply with the payment procedures for this program. Contractors will be provided 30 days advance notice for implementation of MRM 15 for shipments not covered by the program by the effective date of the contract.

4.1.4 Permanent Service Changes

If the Contractor notifies the Contracting Officer of a permanent change in service and if the change meets the requirements for initial award of that service, initial contract rates must apply to the changed service. If the changed service no longer meets the initial award of that service, the PCO has the right to adjust the award minimums.

Performance Objective No. 5 – The Contractor must notify the Contracting Officer at least 30 days prior to implementation of permanent changes in the Contractor's commercial service. All bookings accepted prior to notification of permanent service change must be performed in accordance with the booking and all terms contained herein.

4.1.4.1 Dry-Dock Initiated Service Change

Performance Objective No. 6 -The Contractor shall notify the Contracting Officer in writing of scheduled dry-dockings at least 4 months prior to the scheduled dry-dock date. Emergency dry-dockings must be notified to the Contracting Officer promptly in writing upon determination of the emergency dry-dock requirement.

4.1.5 Customer Service Assistance

The Contractor must establish/designate a customer service activity to be responsive to Government activities that require assistance. Government activities must be able to contact a person representing the Contractor throughout the business day to obtain expert assistance in answering questions, exchanging information and resolving problems. A single focal point for each Government activity is desirable. The Contractor will provide specific points of contact for each Government shipper no later than seven (7) days after contract award.

Performance Measures

Performance Standards

a) Points of contact provided to all Government shippers

Within 7 days after contract award

b) Provide responsive assistance

Initial customer consultation within one (1) business day

4.1.6 Electronic Data Interchange

Performance Objective No. 7 – The Contractor must use Electronic Data Interchange (EDI) or Ocean Carrier Interface (OCI) as the primary means for interfacing with the Military Traffic Management Command (MTMC).

In those Government locations where neither EDI nor OCI are available (Integrated Booking System (IBS) is not supported), the Contractor must use hard-copy facsimiles.

Note: MTMC has OCI training available to Contractors.

Performance Measures

Performance Standards

a) Interface using the following order of preference:

100% compliance with order of preference

- EDI
- OCI
- Facsimile*

*Only if other two are unavailable (See Performance Objectives 69 and 70)

4.1.6.1 Changeover at Booking Offices Not Initially Supported by IBS

Performance Objective No. 8 – The Contractor must commence the use of EDI or OCI with booking offices not supported by IBS at the effective date of this contract, subject to the Government providing at least one hundred eighty (180) days advance notice of requirement to begin exchanging electronic information at such sites.

4.1.6.2 Transaction Sets and Concepts of Operation

Performance Objective No. 9 – The Contractor must use the Defense Transportation Electronic Data Interchange (DTEDI) approved Implementation Convention for the ANSI X-12 300, 301, 303, and 315 transaction sets in compliance with their approved concepts of operations. Versions 3060, 4010 or later are required. The Contractor will implement changes to business processes contained in revisions to Transaction Set Implementation Conventions and their controlling concepts of operations as may be approved by the Ocean ACI Committee. These changes must be implemented in accordance with schedules approved by the Ocean ACI Committee.

4.1.7 Quality Council Meetings

Performance Objective No. 10 – The Contractor must assist the Government in an effort to continuously improve the processes involved in providing excellent international cargo transportation services.

The Contractor's assistance must include participation (preparation, active participation, and follow-up) in four (4) quality council meetings during each year of this contract. The purpose of the Quality Council meetings is to identify and develop solutions to operational problems.

4.1.8 Exchange of Documents

The following documents in order of priority constitute the contract of carriage: USC03 contract, TCMD-shipping instructions, and the "booking." The Government and Contractor must cooperate in the maintenance, and, upon request, exchange of documents.

Performance Objective No. 11 – The Contractor must maintain, and upon request, exchange documents that they maintain in the normal course of business which evidence performance of transportation pursuant to this PWS. Such shipment records include, but are not limited to:

- Vessel papers
- Manifests
- Receipts
- Lift Reports
- Arrival notices
- Payment documents
- Verified Shipping Instructions

4.1.9 Service Commitments

4.1.9.1 Service Consistency

Performance Objective No. 12 – The Contractor must maintain a regularly scheduled and consistent commercial liner service conforming to the service offered in the Contractor's schedules maintained in IBS. (See Performance Objective No. 5) The parties recognize that contractors providing breakbulk services have a more flexible schedule than contractors providing container services. Thus, breakbulk carriers are not required to provide regularly scheduled service with consistent intervals at all ports of call, provided, there is some regularly scheduled service on the routes they offer.

Performance Measures

Performance Standards

Regular scheduled liner service	Maintains schedule within a 20% variance of schedule in IBS, as posted in IBS 7 days prior to the sail date.
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4.1.9.2 Space Commitment

Performance Objective No. 13 – A "container" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.1. SCR guaranteed space commitment will be deducted from the 10% general space commitment. However, the Contractor will guarantee a minimum of 2% of cargo moving in the general section regardless of cargo commitments in the SCR.

Performance Objective No. 14 – A "breakbulk/RORO" Contractor must reserve 10% of vessel capacity for the booking of Government cargo on each U.S. flag vessel sailing from CONUS on the designated routes in Section 2.4.2 of this PWS. SCR guaranteed space commitment will be deducted from the 10% general space commitment. However, the Contractor will guarantee a minimum of 2% of cargo moving in the general section regardless of cargo commitments in the SCR.

Performance Objective No. 15 – In the event the contractor fails to accept bookings for cargo up to its minimum guarantee for any sailings, the contractor must pay the Government \$250.00 for FEU shortfall or \$7.00 per MsT shortfall.

4.1.9.3 Alternate Ports Container Contractors

Performance Objective No. 16 – Container Contractors must accept/deliver container shipments at alternate CONUS/OCNUS ports described in the booking.

The Government will pay the Contractor the inland transportation from the ports described in the booking to the direct load ports using inland transportation CLINS.

Container Contractors must accept/deliver container shipments at alternate ports described below:

ROUTE 1

Puget Sound Ports
Oakland/San Francisco
Los Angeles Ports

ROUTE 05

Boston
New York (NY/NJ Ports)
Baltimore
Norfolk (Hampton Roads Ports)
Charleston
Jacksonville

ROUTE 06

New York (NY/NJ Ports)
Baltimore
Norfolk (Ham)
Charleston
Jacksonville

ROUTE 07

Boston
New York
Baltimore
Norfolk
Charleston
Jacksonville

ROUTE 43

Galveston/Houston Ports
New Orleans

ROUTE 10

Galveston/Houston Ports
New Orleans

ROUTE 11

Galveston/Houston Ports
New Orleans

ROUTE 12

Galveston/Houston Ports
New Orleans

ROUTE 13

Galveston/Houston Ports
New Orleans

ROUTE 32

New York (NY/NJ Ports)
Baltimore
Norfolk (Hampton Roads Ports)
Charleston
Jacksonville

ROUTE 39

Jacksonville
Miami Ports

ROUTE 47

Puget Sound Ports
Oakland/San Francisco
Los Angeles Ports

Destination Alternate Ports

Continental Europe

Antwerp Belgium

United Kingdom

Felixstowe

Far East

Pusan

Bremerhaven, Germany
Rotterdam Ports, Netherlands

Thamesport

Yokohama
Kobe
Naha

Italy

Genoa
Gia Tauro
Leghorn
Naples

Spain

Algeciras
Cadiz

4.1.9.4 Alternate Ports Breakbulk/RORO Contractors

Performance Objective No. 17 – Where there are breakbulk/RORO (Free In and Out (FIO)) port arbitraries in the Table of Accessorial Rates, the Breakbulk/RORO Contractors, must carry cargo to the ports described in the booking.

4.1.9.5 Charges and Taxes Responsibility

The Contractor must pay all dues, charges and taxes customarily levied on the vessel, and howsoever the amount thereof may be levied. The Contractor must pay all taxes levied on the freight charges. The Government will pay all dues, charges, duties, and taxes customarily levied on the cargo, and howsoever the amount thereof may be assessed.

4.2 Shipment Booking and Scheduling

The Contractor must provide the services as identified in the booking. Cargo booking with the contractors will be done IAW VISA priorities.

4.2.1 Shipment Booking

On designated routes (See Para 2.4) with multiple awards, cargo will be offered to contractors to ensure each Carrier's total bookings are maintained at comparable levels of the contractors guaranteed cargo minimums until the minimums for the route/zones are met. To receive a booking, the contractor must meet all conditions of the booking requirement. When all the guaranteed cargo minimums are met on the designated route/zone, cargo will be booked to contractors at the discretion of Ordering Officers based on a tradeoff analysis of service, past performance and price. On non-designated routes, cargo will be offered to the lowest overall cost carrier, considering all services from origin to destination, who can meet delivery requirements and subject to the VISA priorities.

4.2.1.1 Booking Transaction Sets

Performance Objective No. 18 – Where EDI is used, the Contractor must receive or transmit, as appropriate, the following transaction sets: (See Performance Objective No. 6).

- Contractor receiving order data, 300 (Delivery order, the booking, including increases and decreases)
- Cancellation data from OO/COR, 303 (OO/COR cancellation)
- Contractor Ordering confirmation data, 301 (Confirmation of order, Contractor to OO/COR)

4.2.1.2 Order Acceptance

In the absence of other established written procedures, issuance of a booking number by the Contractor through EDI, OCI or facsimile communication to the Government constitutes acceptance by the Contractor of the Government order. A Government order accepted in this manner will be deemed a "booking." The parties may subsequently agree to amendments/changes prior to delivery, except as specified at 4.3.1.3.6.

Performance Objective No. 19 – The Contractor must accept orders to book shipments, up to its space commitment (See Performance Objectives 13 and 14), if the Government orders are received no less than five (5) working days

prior to a local cut-off for a scheduled sailing. EXCEPTION: Empty government owned or leased containers will be booked on a space available basis.

4.2.1.3 Response to Orders

Performance Objective No. 20– The Contractor must respond to all Government orders on the same working day they are received, if the Contractor, prior to 1430 local time, receives the order. Contractor responses for orders received after 1430 local time must be provided by 1200 local time of the next working day.

<u>Performance Measures</u>	<u>Performance Standards</u>
Timely response	98%

4.2.2 Schedule Maintenance

4.2.2.1 Schedules

Performance Objective No. 21 – The Contractor must maintain continuous commercial vessel schedules within IBS, with the initial input of any voyage being at least 45 days prior to the earliest sail date of that voyage. The Contractor must provide hardcopy schedules to the booking office, where IBS is not implemented, beginning at least 45 days prior to the earliest sail date of that voyage.

<u>Performance Measures</u>	<u>Performance Standards</u>
a) Schedules maintained	100%
b) Initial input of schedules for any voyage being at least 45 days prior to earliest sail date	100%

4.2.2.2 Vessel Cut-offs

Performance Objective No. 22 – The Contractor must provide Deployment Support Command (DSC) local vessel cutoffs for each origin within CONUS no later than seven (7) days after contract award and must keep DSC apprised of changes. If the contractor does not provide DSC with cut-offs the default cut-off is close of business one working day before scheduled sailing.

<u>Performance Measures</u>	<u>Performance Standards</u>
Cutoffs provided	Recorded for past performance purposes

4.2.2.3 Alternate Ports Schedules

Performance Objective No. 23 – The Contractor (container) must include alternate ports in their schedules. Where there are awarded port arbitraries for container service in the Table of Accessorialss, the Contractor must include ports covered by the port arbitrary in their schedules.

Performance Objective No. 24 – Where there are awarded breakbulk/RORO port arbitraries in the Table of Accessorial Rates , the Contractor must include ports covered by the port arbitrary in their schedules.

4.2.2.4 Canceled Shipments/No Shows

Performance Objective No. 25 – The Contractor must accept cancellation of shipments of booked cargo, without penalty to the Government, if cancellation notice is provided by the Government at least one (1) working day prior to the local cut-off for the vessel.

4.2.2.5 No Shows

If the OO/COR fails to cancel a booking or cargo is not available for lift on board the scheduled vessel through no fault of the Contractor, the cargo must be designated as a “no show”. For container cargo, the Government will pay a sum of two hundred and fifty dollars (\$250) for each container no show. For BB/RORO cargo, the Government will pay a sum of \$7.00 per MsT, subject to a minimum of \$100.00, for each no show. Any advances made by the Contractor must reduce the Government’s liability for the number of “no shows” for the vessel voyage.

4.3 Transportation Requirements

Performance Objective No. 26 - Delivery is required by the RDD specified in the accepted booking. Unless otherwise specified in the SCR, the RDD for all container shipments will not be less than ten (10) calendar days after the scheduled discharge of the booked vessel at the port of debarkation. For breakbulk/RORO cargo, the RDD will not be less than four (4) days after the scheduled discharge of the booked vessel at the port of debarkation including alternate ports covered by port arbitraries.

Performance Measures

Performance Standards

RDD met

95%

If, for reasons other than force majeure, the Contractor fails to deliver the cargo by the Required Delivery Date (RDD) specified in the accepted booking, the contractor must, in lieu of actual damages, pay the Government a lump sum of two hundred fifty dollars (\$250) for each container and for each Breakbulk/RORO \$7.00 per MsT, subject to a minimum of \$100.00, shipment TCN delivered after RDD.

4.3.1 Container Requirements

4.3.1.1 Advance Transportation

4.3.1.1.1 Spotting Empty Containers

Performance Objective No. 27 - The Contractor must spot the requested equipment NLT the date(s) and time (AM or PM) and at the locations specified in the booking. A container which has been spotted by the Contractor for stuffing by the Government will be permitted a period of two (2) working days (exclusive of Saturdays, Sundays and Holidays) for stuffing before detention applies. Detention does not apply to locations with equipment pools. At least five (5) working days prior to the vessel’s sailing, the carrier will notify the cognizant Ordering Officer of any containers which can not be spotted to meet booking requirements.

Performance Measures

Performance Standards

Container spotted as required

100%

Performance Objective No. 28– Reserved.

4.3.1.1.2 Containers Services

Less than container load cargo may be commingled with commercial cargo; contractor must provide cognizant Ordering Officer with same receipt/lift information as required by Paragraph 4.4.2.1 for preparation of shipping instructions. (see Rate Rules for rating formula).

Performance Objective No. 29 – The Contractor must provide stuffing, consolidating, stripping, sorting, and transloading services as specified in the booking or as ordered by the OO and will be paid at the Cargo Handling rates listed in the Table of Accessorialss.

4.3.1.1.3 Container Pickup

Performance Objective No. 30 – When notified by the Government of readiness for pickup at least one (1) working day prior to vessel cut-off at origin, the Contractor must pick-up stuffed containers to meet the booked vessel.

<u>Performance Measures</u>	<u>Performance Standards</u>
Meet booked vessel	100%

4.3.1.1.3.1 Government Failure to Release Containers

a. The Government will provide Contractor at least one working day prior to local vessel cutoff of any cargo which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a “roll over” and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. However, should the “roll over” not show for the designated vessel and the booking is not cancelled in accordance with 4.2.2.4, the Contractor may charge the Government in accordance with 4.2.2.5 for a no-show.

b. The Contractor must, in no event hold the Government liable vessel demurrage or dead freight by failing to release a container on time to meet a specified vessel sailing.

Performance Objective No. 31 – For containers that miss their booked sailing through no fault of the carrier, the contractor must load containers on the next scheduled sailing after receipt of containers from the Government.”

<u>Performance Measures</u>	<u>Performance Standards</u>
Lifted to next vessel	100%

4.3.1.2 Ocean Transportation Requirements

4.3.1.2.1 Cargo Lift and Advancement of Cargo

Performance Objective No. 32 –The Contractor must lift cargo onto the vessel identified in the booking. The contractor is encouraged to advance containers to an earlier vessel to the maximum extent possible without bumping cargo already booked to the vessel and only after no-shows and roll-overs from previous voyages which are received prior to the designated cutoff are lifted on the vessel. No prior approval is required from the Government. Within one (1) working day after vessel departure from each POE, the contractor must provide to the cognizant Contracting Officer Representative (COR) a list of cargo by TCN which were booked, but not loaded, and/or loaded, but not booked, and the reasons why cargo was not lifted as booked.

<u>Performance Measures</u>	<u>Performance Standards</u>
a) Lift as booked	100%
b) Report cargo not lifted as booked	100%

4.3.1.2.2 Customs Clearance

The Contractor must be responsible for all customs charges levied on the vessel.

The Government will provide the contractor with appropriate customs documents at least one (1) business day before arrival of the vessel at the port of discharge. The Government is responsible for preparing all required cargo customs documentation.

Performance Objective No. 33 – The Contractor must deliver prepared customs documents to appropriate customs clearance officials.

Performance Measures

Performance Standards

Cargo documentation submitted to proper authorities on day of discharge or within one (1) working day of receipt of documentation from the Government

100%

The Contractor must include the service of delivering prepared cargo customs documents to appropriate customs clearance officials in the Contractor's rates and transit times for delivery of shipment.

EXCEPTION: The MTMC activity (currently the 831st Transportation Battalion) in Bahrain or its agent is responsible for preparing all documentation required for obtaining custom clearance of shipments into Saudi Arabia, and presenting the documents to the appropriate host nation officials.

The Contractor must ensure that, upon debarkation, containers remain at the ocean contractor's terminal until the necessary clearances have been obtained and completed documentation has been provided the Contractor to permit on-carriage of containers to final destination.

4.3.1.2.3 Notification of Cargo Held by Customs

Performance Objective No. 34 – The Contractor must promptly notify the COR, or designee, if cargo is held up by customs, or if the local port authorities require direct U. S. Government intervention for cargo terminal clearance.

In such cases, the Government is responsible for concluding cargo customs clearance.

4.3.1.2.4 Customs Services – Cargo Clearance

When Government representatives are unavailable to perform cargo customs clearance at Port of Discharge (POD), the Government may request Contractor to accomplish cargo customs clearance. The service will be requested in the booking request. If accepted by the Contractor, the Contractor will be paid per booking at the applicable accessorial rate. This service includes coordination with consignee and local customs authorities to obtain and/or prepare (except for signature) all necessary documentation for custom clearance, delivering documents to the customs office, and ensuring documentation is provided to all local entities as required to permit release and on-carriage of cargo to final destination.

4.3.1.2.5 Customs Clearance – Additional Service

During the effective period of this Contract, the Government may obtain additional customs clearance service not specifically identified in paragraph 4.3.1.2.4. Such service may be obtained from the holder of the Universal Service Contract on the routes, as appropriate. Services will be obtained as mutually agreed by the contractor and the Government, and price for such service will be negotiated on a case-by-case basis.

4.3.1.3 Beyond Transportation Requirements

4.3.1.3.1 Free Time

Performance Objective No. 35 – The contractor must provide 7 days freetime, excluding Saturdays/Sundays and holidays from containers/chassis except as indicated below. Freetime will run for any delays caused by the Government. Freetime will commence at 0001 hours on the first working day the container is available for delivery and/or unstuffing. When freetime is exceeded, contractors will be paid at detention rates and for reefer maintenance as stated below.

FREE TIME EXCEPTION FOR SAUDI ARABIA: Free time for all purposes in Saudi Arabia is 15 calendar days. The Contractor will be compensated for use of Contractor-provided containers beyond free time at demurrage/detention rates applicable under this document.

Detention and Maintenance Charges: When return of chassis to the carrier is delayed by the Government beyond the allowable free time and the chassis is(are) being used solely for the carriage of Government owned or leased containers, the carrier shall assess detention charges as specified below:

**CONTAINER DETENTION CHARGES
(With or Without Chassis)**

PER EACH 24-HOUR PERIOD OR PART THEREOF	FIRST THREE DAYS	THEREAFTER
A. DRY CARGO CONTAINER (includes closed containers, open top containers, flat racks & car carriers)		
20 Feet and Over	\$15.00	\$22.00
40 Feet and Over	\$21.00	\$35.00
B. REFRIGERATED CONTAINER		
20 Feet and Over	\$46.00	\$63.00
40 Feet and Over	\$63.00	\$85.00
C. CHASSIS (Only applies for use with Government owned or leased containers)		
	\$ 5.00	\$ 5.00

MAINTENANCE CHARGES. When the return of refrigerated containers to the Carrier is delayed by the Government beyond the allowable free time, the Carrier may assess a reefer maintenance charge in addition to those charges for container detention. This reefer maintenance charge shall be added to the per diem detention charge when, due to Government delay, the carrier incurs additional expenses in maintaining operation of those refrigerated containers so delayed. The carrier will certify such charges to the Contracting Officer. The application of such additional charges contained in Columns A and B below is as follows:

- (1) Column A - per diem or part thereof charge when refrigerated containers are delayed at those facilities where electrical power is available for direct connection to the Carrier's container.
- (2) Column B - per diem or part thereof charge when refrigerated containers are delayed at those facilities where the Carrier is required to maintain operation of refrigerated containers without the use of electrical power.

Reefer Maintenance Rates

Container Size	Column A (PER 24 HOUR PERIOD OR PART THEREOF)	Column B
20 Feet and Over	\$ 7.76	\$29.90
40 Feet and Over	\$11.21	\$43.70

Note: When a Carrier bills in accordance with Column B above, it must certify that electrical power was unavailable at that facility.

Stop Off

Free time of 4 hours must be allowed for each stop-off. Time must commence to run when the container is placed for unloading at the stop-off location. Time must end when the contractor has been notified that the container is released or when the container is returned to the Contractor, whichever must occur first. However, if the free time has not expired at the end of the working day at the stop-off location, it will be suspended until 0800 hrs on the next working day. If the free time has expired at the end of the working day, the time will continue to run. Each occurrence of detention will be assessed in whole day increments.

4.3.1.3.2 Delivery Notification

Performance Objective No. 36 – The Contractor must:

- Schedule all deliveries of containers with the consignee at least two (2) working days prior to any actual delivery of containers.
- Not deliver containers on the same day as notification, unless approved by the consignee.
- Deliver all containers to each consignee within the consignee's normal business hours.

4.3.1.3.3 Expedited Delivery

Performance Objective No. 37 – The Contractor must provide expedited delivery when ordered at the time of booking. The Contractor must deliver the container to the consignee in Germany within two (2) working days and one (1) working day at all other locations commencing at 0001 hours on the first working day following vessel discharge or customs clearance of such containers, whichever is later.

Performance Measures

Performance Standards

Delivered within timeframes

100%

EXCEPTION: Expedited delivery of shipments enroute, but prior to commencement of on-carriage at port of discharge, must be by mutual consent of the Government and the Contractor.

EXPEDITED DELIVERY SERVICE SCHEDULE

Minimum Charge (up to 199 miles)	\$250.00
200 miles to 399 miles	\$350.00
400 miles to 599 miles	\$450.00
Over 599 miles	\$450.00 plus \$0.25 per mile

4.3.1.3.4 Stop Off Service

When two (2) to three (3) stop offs are ordered, an additional transit day will be allowed. When four (4) stop offs are ordered, two (2) additional days will be allowed.

Performance Objective No. 38 – The Contractor must provide up to a maximum of four (4) Government ordered stop offs per container when ordered at the time of the booking. The service must consist of spotting the container on a chassis at a location designated by the Government for loading and unloading.

Performance Measures

Performance Standards

Meet booked routing

100%

A per container stop-off charge of \$150 CONUS and \$225 OCONUS will be paid for each stop-off after the first stop. After the third stop, and if the inland service provider must go into overnight to make the next delivery(ies) the stop-off payment will double. If the inland service provider must go overnight on Saturday and/or Sunday to make delivery(ies), then the stop-off payment will triple.

Performance Objective No. 39 – The Contractor by mutual consent must ensure that consignee-requested assistance is available from the inland service provider for unloading at each stop.

4.3.1.3.5 Container Pick Up/Return

Performance Objective No. 40 – The Contractor must remove empty containers within three (3) working days after receiving notice from the Government that the container is available.

Performance Measures

Performance Standards

a) Timeliness of pick-ups

90%

4.3.1.3.6 Rerouting of Containers

4.3.1.3.6.1 En-Route Port Changes

Performance Objective No.41– The Contractor must notify the Government of port changes and rerouting information at least two (2) working days in advance of vessel arrival. When the Contractor notifies the Government of a port change, the Contractor must remain responsible for delivering the cargo to the final destination in accordance with the delivery requirements of the booking. The Government will provide the customs documentation to the Contractor at the booked POD and the Contractor will be responsible for presenting it to the customs authorities at the re-routed port. The Contractor must be responsible for increased costs associated with the port change.

Performance Measures

Performance Standards

Timeliness of notification

100%

4.3.1.3.6.2 Short Stop

The OO may elect, in writing, to take delivery at the Contractor's port instead of at the original inland destination. Free time provisions will apply at the elected port of the short stop. The shipment will be re-priced based on the modified booking.

Performance Objective No. 42 – The Contractor must short stop containers at port of discharge when OO elects to take delivery there instead of inland destination.

4.3.1.3.6.3 Staging

(1) The carrier shall stage containers upon written request of the Contracting Officer or its designated local authority.

(2) After written request by the Contracting Officer or its designated local authority for release from staging, the carrier will commence on-carriage within one (1) working day.

(3) Staging is a Government delay in as such, free time will apply, and detention assessed for delays in excess of free time.

Performance Measures

Performance Standards

Stage container as requested

100%

Commence on-carriage with one (1) working day 100%

4.3.1.3.6.4 Change of Destination

The OO may elect, in writing, to change the final destination at any time before the container has commenced final inland movement from the place of discharge. The shipment will be re-priced based on the modified booking.

Performance Objective No. 43 – The Contractor must move the container to the new inland destination at the request of the Government at any time before the container has commenced final inland movement from the place of discharge.

4.3.2 Breakbulk and RORO Cargo Requirements

Breakbulk and RORO cargo is booked on a port to port basis.

4.3.2.1 Cargo Lift and Advancement of Cargo

Performance Objective No. 44 – The Contractor must lift cargo onto booked vessel. The Contractor may advance cargo to earlier vessels without prior approval from the Government. The Government will advise Contractor at least one working day prior to local vessel cutoff of any cargo, which will not be available for the booked sailing. A new vessel will be designated based on the projected availability of cargo. This is considered a "roll over" and no-show charges in accordance with paragraph 4.2.2.5 are not applicable. Contractor must load cargo that the Government fails to release on time to meet the sailing of the next scheduled vessel.

4.3.2.2 Services During Hazardous Cargo Handling

Performance Objective No. 45 – The Contractor must provide fireboats, tugs, and pilots when required, on a standby basis, during ammunition, explosives, or other hazardous cargo handling operations.

4.3.2.3 Cargo Berth

The Contractor must load and discharge cargo at a dock or wharf, place or open roadstead designated by the Contractor, except as provided hereinafter.

4.3.2.3.1 Shifting of Berths, Meeting Minimum Tonnage

Performance Objective No. 46 – The Contractor must, for cargo to be loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, at the request of the OO/COR, call at, or shift to, any particular dock, wharf, place or open roadstead at which the vessel can lie always safely afloat at any time of tide, or at which the judgment of the master of the vessel may lie safely aground, and to and from which the vessel may safely proceed, at no additional cost, when the aggregate of the Free-in/Free-out cargo to be loaded or discharged at such location will meet the minimum tonnage of 1000 measurement tons for shifting.

4.3.2.3.2 Shifting of Berths, Not Meeting Minimum Tonnage

Performance Objective No. 47 – The Contractor, for cargo loaded or discharged within a vessel's port of call, if such cargo is booked under Free-in or Free-out terms, and the minimum tonnage will not be met, must at the request of the OO/COR, shift the vessel to such a particular dock, wharf, place, or open roadstead. The Government will reimburse the direct costs of such a shift.

4.3.2.3.3 Demurrage If Shift is Requested

If a berth to which the Government directs the Contractor, under Performance Objectives Nos. 58 and 59, is not available upon the vessel's scheduled arrival and will delay the vessel in her schedule, demurrage is payable on a

pro-rata basis until the berth is available at the corresponding demurrage rate stated in the a accessorial table.
(Demurrage is per vessel day.)

4.3.2.3.4 Reimbursement for Damage

The Government will reimburse the Contractor the cost of repairing any damage to a vessel caused by any unsafe condition of any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.5.7.1 and 4.3.2.5.8 , provided that notice of such damage is given to the Contracting Officer before the vessel leaves the berth or anchorage where the damage occurred, if such damage is known or suspected at that time, or if not so known or suspected, within a reasonable time after discovery of such damage.

4.3.2.3.5 Free-in/Free-out Terms

All cargo loaded or discharged at any berth or anchorage to which a vessel is ordered by the Contracting Officer under Sections 4.3.2.3.1 and 4.3.2.3.2 must be loaded or discharged under Free-in/Free-out terms unless otherwise mutually agreed between the Government and the Contractor.

4.3.2.4 Terms for Loading and Discharging Services

Performance Objective No. 48 – The Contractor must accept requests for loading and discharging services at the Contractor’s water terminal on a Free-in, Free-out, liner term, and/or combination Free-in, Free-out , liner term basis where accessorial rates are awarded.

4.3.2.5 Free-in, Free-out Cargo

4.3.2.5.1 Stowing of Free-in, Free-out Cargo

When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with Customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor. However, nothing herein shall be construed as an expressed or implied indemnification of the contractor for any claims arising out of injuries to stevedoring personnel or other personnel involved in cargo operations resulting from negligence of the vessel operator or due to unseaworthiness of the vessel.

4.3.2.5.2 Loading, Stowing, Trimming, Securing Supervision

Cargo loaded, stowed trimmed and secured by the Government will be under the supervision and to the satisfaction of the Master.

4.3.2.5.3 Stowage Preplans/Plans

Performance Objective No. 49 – When cargo is to be loaded or discharged by the Government, the Contractor must provide to the local terminal commander and to the Ocean Cargo Clearance Authority (OCCA) or Ocean Cargo Booking Office (OCBO) having cognizance over the loading or discharging port, one (1) copy each of the preplan/plan indicating the specific location, pertinent dimensions and total cubic measurement of the vessel space available for the cargo loading or involved with the cargo discharge.

4.3.2.5.4 Dunnage Material

The Government will provide and lay all dunnage material as required for the proper stowage and protection of Free-in/Free-out cargo on board. The Government will be responsible for and pay the cost of removing their dunnage after discharge of the cargo.

Performance Objective No. 50 – The Contractor must ensure the use of all dunnage available on board the vessel.

4.3.2.5.5 Acceptable Cargo Space

Performance Objective No. 51 – The Contractor must provide acceptable space for the cargo.

“Acceptable space” is space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and must be properly prepared, cleaned and ready to receive the cargo. “Normal access” means such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel. The Contractor must bear all expense of providing acceptable space. If, at the time for loading the cargo, the space provided is not acceptable, the Contracting Officer may reject the space; except that the Contractor and the Contracting Officer may agree that the Government will properly prepare, clean, ready or provide normal access to the space at the Contractor's expense. If space otherwise acceptable is so situated in the vessel that in order to discharge cargo stowed therein it will be necessary to first discharge, move or otherwise handle cargo, the costs of discharging, moving or handling and reloading such cargo must be borne by the Contractor unless the Shipping Order must provide otherwise. Any question as to what constitutes acceptable space which cannot be disposed of by mutual agreement between the Contractor and the Contracting Officer must be a dispute within the meaning of that term as referred to in the DISPUTES Clause of this PWS.

4.3.2.5.6 Use of Cargo Handling Gear

Performance Objective No. 52 – The Contractor must, throughout the duration of the loading and/or discharging, give free use of the vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear.

4.3.2.5.7 Cranemen/Winchmen/Tallymen/Other Crew

Performance Objective No. 53 – The Contractor must, on written request of the OO/COR, provide cranemen/winchmen, tallymen, or others from the crew to operate the Vessel's cargo handling gear, or perform other stevedore functions on the Vessel, unless local regulations prohibit this. Contractor must not be held responsible for refusal of the crew to perform the additional tasks described in this Section. The crew will be under the Government's risk and responsibility and as stevedores to be deemed as their servants but will always work under the supervision of the Master.

4.3.2.5.7.1 Reimbursement of Crew Costs

When such services are performed by the crew in accordance with Section 4.3.2.5.7, the Government will (a) reimburse the Contractor for additional labor costs actually incurred in conformity with labor agreements and (b) reimburse the Contractor for any increased cost or premiums for insurance coverage, in addition to costs not covered by insurance, resulting from compliance with this paragraph.

4.3.2.5.8 Stevedore Damage

The Government will be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage will be notified as soon as reasonably possible by the Master to the Government or its agents and to its Stevedores, failing which the Government will not be held responsible. The Government is obliged to repair any stevedore damage prior to completion of the voyage, but will repair stevedore damage affecting the vessel's seaworthiness or class before the vessel sails from the port where such damage was caused or found. All additional expenses incurred will be for the account of the Government and any time lost will be for the account of and will be paid to the Contractor by the Government at the demurrage rate.

4.3.2.6 Breakbulk/RORO Liner Service

Performance Objective No. 54 – The Contractor must, when ordered and where accessorial rates are awarded, provide liner service on berth terms.

4.3.2.7 Containerization for the Convenience of the Carrier

For breakbulk cargo booked by the Government on a liner term basis, the contractor may, in its discretion, containerize such cargo for its own operational convenience without any additional cost or expense to the Government. However, the cargo is considered breakbulk cargo for the purposes of computing the cargo guarantees for this contract.

4.3.3 Containers/Equipment Requirements

The Government will return containers/equipment in the same condition as received.

4.3.3.1 Container Standards

Contractors must provide containers that are clean, dry, empty, odor free and suitable for protecting cargo from damage and is compliant with International Organization for Standardization (ISO) standards.

Performance Objective No. 55 – The Contractor must provide containers that are compliant with ISO standards and meet common commercial industry practice.

4.3.3.2 Reefer Equipment

Performance Objective No. 56 - The Contractor must provide required refrigerated containers to the stuffing activity in accordance with the booking, including pre-cooling, when requested.

Performance Measures

Performance Standards

Pre-cooled per booking

100%

Performance Objective No. 57 - The Contractor must supply reefer containers that will maintain temperature within three (3) degrees Fahrenheit of the in-transit temperature specified for controlled atmosphere and straight chill, and five (5) degrees Fahrenheit for frozen.

Performance Objective No. 58 - The Contractor must provide continuous measurement of internal temperature using a Ryan type recorder or equivalent.

4.3.3.3 Chassis Requirements

Performance Objective. No. 59 – Containers delivered for transportation by the Government or spotted by the Contractor for stuffing or unstuffing by the Government must be on a Contractor-provided chassis. The chassis must remain with the container while in the custody of the Government unless this requirement is waived by the local receiving facility.

4.3.3.4 Equipment Pools

Performance Objective No. 60 – The Contractor must establish and maintain equipment pools, as necessary, at CONUS and OCONUS inland locations to ensure timely availability for out-loading operations. The expense for operating equipment pools must be borne by the Contractor.

4.3.3.5 Government-Owned/Leased Containers

Performance Objective No. 61 – The container contractor must provide ocean and intermodal services, including a chassis, for Government-provided containers/equipment. The Contractor must return Government-owned/leased containers in the same condition as received.

Performance Objective No. 62 - The Government is not obligated to pay detention charges for Government containers or chassis. The carrier must be liable for loss of or damage to Government containers and chassis while in the carrier's custody to the same extent that the Government is liable for loss of or damage to the carrier's equipment

while in the Government's custody under. The carrier must not procure war risk insurance coverage on the Government containers and will not be liable for any loss thereof under circumstances covered by the carrier's war risk insurance on its containers.

Performance Measures

Performance Standards

Return Government equipment
undamaged

100%

4.3.3.6 Hanging Garment Requirements

Performance Objective No. 63 – The Contractor must furnish the necessary apparatus for hanging garments in containers.

4.3.3.7 Flat Rack Containers

Performance Objective No. 64 – The Contractor must furnish flat rack containers as specified in the booking.

Contractor will be paid an additional flat rack surcharge IAW the Table of Accessorial Rates.

4.3.3.8 Notice of Transfer of Cargo

Performance Objective No. 65 – The Contractor must notify the OO, or designee, when cargo is transferred from one container to another or the seal is replaced.

4.3.3.9 Leasing of Containers

Performance Objective No. 66 – The Contractor, when mutually agreed to under this document, must lease containers and other equipment to the Government for use in connection with land and ocean transportation of Government cargo. However, in the case of urgent and compelling circumstances or in the interest of National Defense or Security the PCO may require and the Contractor must furnish containers and chassis for use in connection with land and ocean transportation of Government cargo. Under these circumstances, the Government will require full support of contractors, but acknowledges their satisfactory compliance with this requirement with leasing of at least 50 forty-foot equivalent units to include chassis for any one voyage. Unless otherwise agreed, the Government will return containers and other equipment leased by the Government to the place where such equipment was originally received from the contractor. The Contractor will be paid at the equipment lease rate as stated in the Table of Accessorial Rates.

Performance Measures

Performance Standards

a) Containers provided IAW bookings
purposes

Recorded for past performance

b) Generator sets, in case of non-self-sustaining
refrigerated containers IAW bookings

Recorded for past performance
purposes

The Contractor must be paid at the equipment leasing rates set forth in the Table of Accessorial Rates for equipment leased under this provision. The Contractor must be paid for each twenty four (24) hour or part thereof, Saturdays, Sundays and Holidays included, for the period between the time the equipment is received or ordered from the Contractor, whichever is later, until the time the equipment is returned to the Contractor.

4.3.4 Cargo Requirements

Performance Objective No. 67 - The Contractor must deliver cargo at destination damage-free subject to “Special Provisions” contained herein.

Performance Measures

Performance Standards

- | | |
|-------------------------------------|-----|
| a) Number of damage-free containers | 99% |
| b) Number of damage-free breakfulk | 98% |

4.3.4.1 Bulk Liquids Shipment

The Government will furnish 24,000 liter Type International Maritime Organization (IMO)-1 containers for shipment of bulk liquids by the contractor.

4.3.4.3 Super Cargo

Performance Objective No. 68 – The Contractor must provide Super Cargo transportation service when required by the booking. The service must consist of transporting, victualling and accommodating on the vessel one or more personnel designated by the Government to accompany the cargo. The Contractor will be paid the Super Cargo rate set forth in the Table of Accessorial Rates.

4.4 Shipment Tracking

4.4.1 DoD Intransit Visibility Requirements

Performance Objective No. 69 – The Contractor must provide tracing and tracking information to DoD, where the Contractor is responsible for providing the underlying service. Tracing is the review of the Contractor's records for the purpose of locating a missing container or shipment.

Performance Measures

Performance Standards

- | | |
|---|------|
| a) Access to Contractor's commercial tracing/tracking | 100% |
| b) Tracing and tracking information provided | 100% |

4.4.2 Tracking Data

Performance Objective No. 70 –For those transportation and intermodal services provided by Contractors to meet booking requirements, Contractors must provide shipment status reports using the 315 transaction sets in ANSI X-12 EDI standard or OCI to MTMC to enable the Government to track shipments and to support the MRM15 initiatives. Listed below are the reports which Government desires all Contractors to provide for all shipments. It is recognized that commercial capability may not currently exist to permit all Contractors to meet the reporting requirements of some events. These events have been identified as "Optional."

Performance Measures

Performance Standards

- | | |
|--|------|
| a) Provide accurate transaction set 315 | 100% |
| b) Submit 315 report within 24 hours of accomplishing the event. | 100% |

Code

Meaning

Notes

- | | | |
|----|---------------|--|
| EE | Empty spotted | Optional
Empty container outgate in lieu of actual spot is acceptable for shippers having container pools |
|----|---------------|--|

		Optional
W	Pickup of Loaded container	Required only if Contractor provides inland dray/line-haul
I	In-gate at Port of Embarkation (POE)	
VD	Vessel sails	This report is required at POE and at transshipment ports
VA	Vessel arrival	Report actual vessel arrival in 4 hrs.
UV	Vessel discharge	This report is required at POD and at Transshipment ports
OA	Out gate from POD	
XI	Deliver to consignee	Optional
EC	Empty container pick-up	Optional

4.4.2.1 Submission of Operational Reports

Performance Objective No. 71- Until MTMC fully integrates EDI into its business processes, the Contractor must provide the cognizant MTMC activity and the military activity responsible for cargo documentation at each port where Government cargo is lifted and/or discharged with certain information in connection with cargo at that port. The Contractor must submit as much of the data that is available within the timeframe for submission.

1. Cargo Receipt Information (CONUS/OCONUS Port of loading)
 - a. Name of ocean Contractor
 - b. Port of loading
 - c. Date cargo received at port
 - d. Transportation Control Number (TCN)
 - e. Seal and/or keyless lock number
2. Cargo Lift Information (CONUS/OCONUS ports of loading)
 - a. Name of vessel and voyage document number
 - b. Transportation Control Number (TCN)
 - c. Port of discharge
 - d. Final destination
 - e. General description of cargo contents; i.e., General cargo, mail/mail equipment, privately-owned vehicles (POVs), other unboxed wheeled or tracked vehicles, refrigerated cargo
 - f. Seal and/or keyless lock number – NOTE: The Contractor must notify the OO/COR if a seal on any unit of cargo has been broken and/or replaced between the time the Contractor accepted the cargo from the Government and the time of arrival at the inland destination or point of Government acceptance from the Contractor with a complete report of the circumstances and the reasons therefore.
3. Cargo discharge information must indicate the following for each shipment/TCN:
 - a. Name and voyage number of vessel making delivery

- b. Name and voyage number of original vessel if transshipped
- c. Date and time the cargo was discharged from the vessel
- d. Date and time, cargo is available for commencement of drayage or line-haul from discharge port.
- e. Date, time, and mode of commencement of drayage or linehaul from discharge port.

Performance Measures

Performance Standards

(a) Cargo receipt information required at CONUS and designated overseas ports of loading. Provided once a day for cargo received since the previous day's report	85%
(b) Cargo lift information. Provided NLT next working day after vessel departure from CONUS/OCONUS port	100%
(c) Cargo discharge information provided as soon as practicable after discharge, but no later than one (1) day following commencement of delivery or next working day after vessel discharge from CONUS/OCONUS port, whichever occurs first.	100%

5.0 Specialized Customer Requirements (SCR)

SCR provisions are tailored to specific shippers. If an SCR provision is inconsistent with General Performance Requirements (GPR) (Sections 1 through 4), the SCR provisions replace the GPR provisions. If an SCR provision is consistent with the GPR provision, it supplements the GPR provision. If the SCR section is silent on a term, condition or requirement contained in the GPR section, the GPR section fully applies.

5.1. Contract Rate Tables Applicable to This Section

<u>TABLES</u>	<u>Shipper</u>
6A	Army Air Force Exchange Service
6B	Defense Commissary Agency
6C	DSCP Prime Vendor
6D	Defense Logistic Agency/Velocity Management
6E	Navy Exchange Command
6F	General Services Administration
6G	DCMA Lumber
6H	Military Postal Service

5.2 General Requirements

5.2.1. Port Designation Booking

Contractors will designate the port of loading and port of discharge for each single factor rate. Bookings will be made using the combination of ports designated by contractors. Contractors may change the ports to be used for a Single Factor Rate. Any change in price will require approval by the Contracting Officer. Contractors must notify the OO of any change in port designations at time of booking.

5.2.2 Reserved

5.2.3 Reserved

5.2.4 SHIPMENT BOOKING

5.2.4.1 Automated Booking

Contractors must implement an automated booking capability via EDI or OCI with the Integrated Booking System (IBS) within 30 days after award of contract. EDI transaction sets shall comply with approved MTMC standards as described in this contract. Contractor must respond to all cargo offerings, including changes to previous offerings, within 2 hours of the time the cargo offering is released by IBS. Automated booking capability must be maintained 24 hours per day, 365 days a year throughout the period of the contract. Contractors must have one business day to counteroffer any booking processed automatically.

<u>Performance Measures</u>	<u>Performance Standards</u>
a) Establish automated booking capability implemented within 30 days after award	100%
b) Provide response within 2 hours	98%

5.2.4.2 Placement of Orders

Cargo will be offered to contractors to ensure each contractor's total bookings for each SCR by route/zone are maintained at comparable levels of the contractors guaranteed cargo minimums until the minimums for the

route/zone are met for all contractors. When the guaranteed cargo minimums have been met for a route/zone with an award to multiple carriers, all future bookings will be at the discretion of the Ordering Officer based on a tradeoff analysis between the best value technical factors for the specific SCR and price with price being less important than technical factors.

5.2.4.3 Hazardous Cargo

Contractors must transport hazardous materials as provided in Attachment 2 and 3.

5.3 Permanent Service Change Responsibilities

Performance Objective No. 72 – A permanent service change does not relieve the Contractor of any responsibilities (including transit times, frequencies, etc.) to the Government.

5.4 Volume/Service Commitments

5.4.1 Volume Commitments

The Government commits to ship the minimum cargo volumes of forty-foot equivalent containers as identified in Attachments 5 through 14.

In the case where the Government fails to ship the minimum guaranteed, the Government will pay the contractor \$500.00 per FEU shortfall.

5.4.2 Contractor Service Commitments

5.4.2.1 Sailing Frequency

Performance Objective No. 73 – The Contractor must provide fixed day of the week service and weekly sailings from CONUS ports to OCONUS destination ports for all SCRs, except as indicated in paragraph 5.4.2.1.2 below.

<u>Performance Measures</u>	<u>Performance Standards</u>
a) Fixed day of week sailings provided	100%
b) Weekly sailings provided	90%

5.4.2.1.1 AAFES English Channel Service

The Contractor must provide two sailings each day, Monday through Friday, both westbound from ports on the Continent in Belgium or Netherlands to ports in the United Kingdom, either at Ipswich or Felixstowe and eastbound from the United Kingdom ports to the ports on the Continent.

5.4.2.1.2 Cutoff for Mail Shipments

For shipments originating at the Bulk Mail Center in Jersey City, New Jersey, the cutoff at origin will be one working day prior to vessel loading. Contractor must lift container to the booked vessel when notified by the Government at least one (1) working day prior to the cutoff at origin that container is available for pickup.

5.4.2.2 Reserved Space

Performance Objective No. 74 - The Contractor must reserve space each week for shipments as stated in attachments 5 through 14. This space is in addition to space commitments required in Section 4.1.9.2. Specific award minimums and weekly space reservation requirements to include container pools will be set forth in the award documents.

Performance Measures

Performance Standards

Space provided up to minimum committed

100%

In the case where the contractor does not accept the booking of cargo offered up to the reserved space guarantee, the contractor must pay the Government \$500.00 per FEU booking not accepted. The minimum cargo commitment from the Government to the Contractor will be reduced by the same number of FEUs affected. Contractor must arrange airlift of any mail shipments which miss two (2) consecutive sailings including the booked sailing due to a contractor's failure to perform.

Performance Objective No. 75 - Government objective for Velocity Management shipments moving under SCRs is to lift containers to the first available vessel when made available to the carrier prior to the cutoff of the earlier vessel. Contractors are authorized and encouraged to advance containers moving under DLA's SCR to the first available vessel, and completing delivery to the consignee earlier than the RDD. Government may request that select containers be advanced and will coordinate with Contractors for a mutually agreeable accommodation.

Performance Measure

Performance Standard

Shipments advanced to first available vessel

100%

Performance Objective No. 76 - The Contractor must provide additional space upon 10 days advance notice from the OO as stated in attachments 5 through 14.

5.4.2.3 Transit Times

Performance Objective No. 77 - The Contractor's total transit time from CONUS ports to any OCONUS inland destination must not exceed the transit times stated in attachments 5 through 14. For the DLA/VM and DSCP SCR contracts, carrier's total transit time shall be calculated commencing with the carrier's cutoff date for the origin point where the stuffed container is picked up by the carrier for the vessel booked and ending the day of delivery at the final destination. For all remaining SCR contracts (AAFES, DECA, GSA, MPSA, Lumber, NEXCOM, Honduras, and Southwest Asia), the transit time shall be measured beginning with the first full twenty-four day as day one, following the date of sailing from the direct load port and ending on day of delivery at final destination.

Performance Objective No. 78 - When booked under DLA's SCR contractor must provide delivery of Velocity Management containers from the port of discharge to final destinations in Germany using the most expeditious mode. This expedited service is a basic service to be included in rates for the specific SCR, and is not to be considered as an accessorial service as described by paragraph 4.3.1.3.3.

Performance Measures

Performance Standards

Transit times met

97%

For computation of transit time in conjunction with stop offs refer to Section 4.3.1.3.4.

5.4.2.4 Required Delivery Date

Performance Objective No. 79- The Contractor must provide delivery by the RDD specified in the accepted booking. The RDD assigned to shipments moving under SCRs will be based on the time definite standards as prescribed at attachments for each SCR. RDDs will not require delivery in less time than the time definite standard unless mutually acceptable between the OO and the Contractor. For computation of transit time in conjunction with stop-offs, refer to Section 4.3.1.3.4.

Performance Measures

Performance Standards

RDD met IAW performance objective

95%

5.5 Shipment and Booking

5.6 Transportation Requirements

5.6.1 Free Time

Performance Objective No. 80 - The Contractor must allow the Government free time of ten (10) days total for a dry container and seven (7) days total for a reefer container, excluding Saturdays/Sundays and holidays. For purposes of demurrage/detention, the total free time for SCR shipments can be allocated between the port and final destination as determined by the customer.

5.6.2 Reefer “Late” Gates

Reefer containers will be lifted to the booked vessel if received on the same day as vessel sailing providing that mutual agreeable arrangements have been made with Contractor for a “late” gate.

5.6.3 Ocean Requirements for the AAFES English Channel Service

Performance Objective No. 81 - Contractor shall provide water transportation on a Roll-on/Roll-off (RORO) service on a liner term basis for dry and reefer Government owned/leased trailers between any port on the Continent in Belgium or Netherlands and either Ipswich or Felixstowe in the United Kingdom. Government will deliver and pick-up trailers at docks, piers or yards as designated by the Contractor at POE and POD. Contractor receives trailers from the Government, load and stow trailers on vessel, and discharge trailers. Dimensions of trailers (in meters) are as indicated below:

Type/Size Trailer	Dimensions (length x width x height)
40-foot Cargo (Dry)	12.35 x 2.50 x 3.95
40-foot Cargo (Reefer)	12.80 x 2.50 x 3.95
35-foot Cargo (Dry)	10.80 x 2.50 x 3.95
35-foot Cargo (Reefer)	11.35 x 2.50 x 3.95

The electrical hook-up requirements are standard European plugs, 5 poles, 380 volts.

5.6.4 Expedited Linehaul

For shipments moving under the DSCP SCR, Contractors must provide expedited linehaul in CONUS from selected origins to the booked port of embarkation when this service is requested at time of booking by the Ordering Officer. Contractor will be paid at the rates in the Table of Accessorialss for the specific origin/port combination requested in the booking. No payment will be made if the requested level of service is not met by the contractor.

5.7 Equipment Requirements

Performance Objective No. 82 - The Contractor must establish and maintain empty dry/reefer container pools ten (10) days prior to the effective date as stated in Attachments 5 through 14.

Performance Measures

Performance Standards

Pools established and maintained

100%

Performance Objective No. 83 – The Contractor must provide flatracks to meet all movement requirements for shippers under the DLA SCR for Velocity Management. These requirements will not involve over-dimensional cargo and shipments requiring special handling. The flatrack surcharge applicable to the specific route is applicable, and is in addition to the single factor rate of the SCR.

Performance Measures

Performance Standards

Flatracks provided to meet all requirements

100%

6.0 Glossary

6.1 Abbreviations/Acronyms

AAFES	-	Army Air Force Exchange Service
BAF	-	Bunker Adjustment Factor
CAF	-	Currency Adjustment Factor
CO	-	Contracting Officer
CONUS	-	Continental United States
COR	-	Contracting Officer's Representative
CPA	-	Cargo Preference Act (1904)
DCA	-	Defense Commissary Agency
DFARS	-	Defense Federal Acquisition Regulation Supplement
DLA	-	Defense Logistics Agency
DoD	-	Department of Defense
DSC	-	Deployment Support Command
DTEDI	-	Defense Transportation Electronic Data Interchange
EDI	-	Electronic Data Interchange
FEU	-	Forty Foot Equivalent Unit
FAR	-	Federal Acquisition Regulation
FAK	-	Freight All Kinds
FIO	-	Free In and Out
GSA	-	General Services Administration
IMO	-	International Maritime Organization
ISO	-	International Organization for Standardization
IBS	-	Integrated Booking System
ITGBL	-	International Thru Government Bill of Lading
MsT	-	Measurement Ton (40 Cubic Feet)
MTMC	-	Military Traffic Management Command
MVC	-	Minimum Volume Commitment
NEXCOM	-	Navy Exchange Command
OCBO	-	Ocean Cargo Booking Office
OCCA	-	Ocean Cargo Clearance Authority
OCI	-	Ocean Carrier Interface
OCONUS	-	Outside Continental United States
OO	-	Ordering Officer
PCO	-	Procuring Contracting Officer
POD	-	Port of Discharge
POE	-	Port of Embarkation
POV	-	Privately Owned Vehicle
PWS	-	Performance Work Statement
QCP	-	Quality Control Plan
RDD	-	Required Delivery Date
REEFER	-	Refrigerated Container
RFP	-	Request for Proposals
RORO	-	Roll-On/Roll-Off
SCR	-	Special Customer Requirements
TCMD	-	Transportation Control & Movement Document
TCN	-	Transportation Control Number
TEU	-	Twenty Foot Equivalent Unit
VISA	-	Voluntary Intermodal Sealift Agreement

6.2 Definitions

As used throughout this document, the following terms must have the meaning as set forth below:

Administrative Contracting Officer (ACO) – A Contracting Officer assigned post award functions related to the administration of contracts.

Acceptable Space - Such space with normal access thereto as would normally be used in liner service for the particular type of cargo declared at the time of booking, and must be properly prepared, cleaned and ready to receive the cargo.

Alternate Port - An artificial port call structure by which ocean Contractors receive/deliver cargo at a designated range of ports where the Contractor may either make a direct vessel call or serve by substituted service.

Alternate Service/Arrangements – Service subcontracted to another provider that is different than the services described in the carriers accepted proposal.

Booking – Offer by the Government and acceptance by the Contractor for the transportation of goods pursuant to the applicable rates, terms and conditions of the subject contract.

Breakbulk/RORO Cargo - All cargo that is not containerized.

Commercial Zone - The pickup and delivery limits of cities, ports and municipalities in the United States as defined by the Surface Transportation Board and published in 49 CFR, Part 1048, on the date service is provided by the Contractor.

Container Freight Station (CFS) - A receiving, storage and distribution facility for containerized cargo usually operated by the Contractor. Also known as Container Yard (CY). Either can be named by the Contractor as a Bill of Lading point.

Contracting Officer (CO) - A person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Contracting Officer's Representative (COR) - Appointed in writing by the CO, responsible for, but not limited to, the following: monitoring the Contractor's performance in accordance with the terms of the contract; ensuring Contractor's compliance with reporting requirements; providing data for Government reports; verifying/ certifying invoices; and reviewing Contractor claims.

Customs Entry – Documentation submitted by the Importer to obtain customs release of shipments after unloading from vessel by importing Contractor.

Cutoff – The date and time publicly established by the carrier when the cargo must be tendered to the carrier at its terminal facility or to the carrier's agent to meet the requirement for lift to the booked vessel.

Deadfreight - Liability to pay for space booked but not occupied.

Defense Table of Official Distances (DTOD) – The distance source for all rates, standards, or charges which require a point to port, port to point or point to point distance. DTOD is published by ALK Associates of Princeton, NJ. PC*Miler is their commercial, DTOD compliant product.

Demurrage – A penalty charge against shippers or consignees for delaying the Contractor's equipment beyond the allowed free time provision of the tariff.

Detention –Government ordered delay in commencement of drayage/line-haul (container staging) or Government delay in unstuffing of containers at destination when total delay exceeds total free-time allowed, or delay in releasing the containers.

Drayage - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place within the commercial zone or modified zone of that United States port city or within a ten-mile radius of the city limits of that foreign port city, by means other than the Contractor's principal vessels, such as by highway or railway.

Dry Container - A completely enclosed weatherproof container.

Excepted Cargoes Breakbulk/RORO – Aircraft (unboxed), Helicopters, Boats over 40 ft., Oversized cargo, bulk cargo, heavy lift cargo, and explosives (excluding IMO Class 1.4), except where a specific CLIN has been included for the commodity.

Excepted Cargoes Container – Heavy lift cargo, oversized cargo (with the exception of cargo that meets the definition of overdimensional cargo), explosives (excluding IMO Class 1.4), and specialized containers. (Specialized Containers are all containers other than dry, reefer, ISO tank and flatrack containers).

Explosives - Includes all military explosives (IMO Class 1.1, 1.2, 1.3), military lethal chemicals, and other items included in Title 49 Code of Federal Regulations, Part 171 et seq (CFR et seq).

Flatrack (Platform) Container - A container without weatherproof sides and/or top. Includes platforms, which have no sides or ends and flatracks with rigid or collapsible ends. They can be end loaded or top or side loaded.

Free-In Free-Out - When cargo is booked as Free-in or Free-out, the Government will bring the cargo into the holds, stow it and/or trim it, tally it, lash it and/or secure it (Free-in), and take it from the holds and discharge it (Free-out) with Customary dispatch, free of any risk, liability, and expense whatsoever to the Contractor.

General Cargo: Breakbulk/RORO – All static (non-wheeled cargo) except explosives (excluding IMO Class 1.4), helicopters, shipper owned 20 ft containers, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

General Cargo: Container – All container cargo except refrigerated cargo, explosives (excluding IMO Class 1.4), over-dimensional cargo, excepted cargo, and hazardous cargo precluded from carriage by a Contractor under a Contractor's policy.

Hazardous Cargo - A substance or material including a hazardous substance, which has been determined by the Secretary of Transportation and International Maritime Organization (IMO) to be capable of posing an unreasonable risk to health, safety and property when transported in commerce and which has been so designated. For purposes of applying Hazardous surcharges or the use of Hazardous commodity rates, Hazardous cargo must be required to be stowed on deck per U.S. Coast Guard Regulations.

Heavy Lift Cargo – Pieces and packages having a gross weight in excess of 50 long tons excluding wheeled or tracked vehicles on RO/RO vessels.

Heavy Vehicles – a breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) exceeding 10,000 lbs per unit.

Household Goods -Shipments of household goods and baggage.

International through Government Bill of Lading (ITGBL) Contractor - a Contractor or forwarder of personal property that holds an appropriate certificate(s) or permit(s) issued by a Federal or State regulatory agency approved by DoD. ITGBL Contractors are DoD designated Government Contractors with ordering authority to book Code 3 MHHG under this document.

Light Vehicles – a breakbulk/RORO cargo – Wheeled or tracked vehicles (unboxed) up to and including 10,000 lbs per unit.

Line-Haul - The movement of a container between the Contractor's terminal at the port where the container is loaded to, or discharged from, the vessel and another place outside of the Commercial Zone or modified zone of that United States port city or beyond a 10-mile radius of the city limits of that foreign port city by means other than the Contractor's principal vessels, such as by highway, railway, canal or river, or in specific instances by feeder vessels, ferry or bargeship system.

Liner In/Liner Out - Contractor is responsible for the loading and/or discharging of cargo at port of origin and/or destination and all costs associated thereto.

Liner Terms - The Contractor assumes all responsibility and costs for the transportation of the cargo from the port or point where the cargo is receipted for by the Contractor to the destination port or point where the Contractor makes the cargo available to the consignee. In the case of BB/RO-RO, the cargo is accepted and/or made available within the contractor's terminal. Any costs for the loading or discharging of inland transport within the Contractor's terminal is for the account of the Contractor.

Measurement Ton (MsT) – 40 cubic feet or 2,240 lbs., whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo.

Normal Access - Such access to the space as will permit efficient and expeditious loading and discharging by means routinely employed in commercial practice in loading and discharging like cargo in liner service in ships service of the same type as the Contractor's vessel.

No Show - Booked cargo that is not available for lift on board the scheduled vessel sailing through no fault of the Contractor and which was not timely cancelled.

Ocean Cargo Booking Office (OCBO) - The MTMC Activity which books DoD sponsored cargo for ocean movement, performs related contract administration, and accomplishes export/import ocean traffic management functions for DoD cargo moving within the DTS. May also perform authorized Customs Entries.

Ocean Cargo Clearance Authority (OCCA) - See Ocean Cargo Booking Office (OCBO)

Ordering Activity - Includes the Commander, Military Traffic Management Command (MTMC), and his designees, including authorized agents of the Government.

Ordering Officer (OO) - Appointed in writing by The Chief, Transportation Acquisition Division, MTMC responsible for but not limited to the following: booking cargo and issuing shipping orders; sampling bookings for low cost; monitoring cargo allocation, if applicable; recommending addition/deletion of routes/ services; and authorizing substitution of equipment and staging.

Over Dimensional Cargo - Cargo that when booked to be shipped as container cargo where any one dimension exceeds any external dimension of a container's width (8') or height (8'6") but does not exceed the following maximum dimensions:

Weight: 48,000 lbs.
Length: 40'00"
Width: 11'00"
Height: 11'00"

Oversized Container Cargo - Cargo which when stowed aboard a cellular container ship would require more space than the space needed to load a 40 ft long, 8'6" high, 8 ft wide dry container; i.e., would require more than one (1) container space of this size. Exceptions to this definition are described as "Over Dimensional Cargo."

Oversized Breakbulk Cargo - Cargo that has any one dimension over 50 feet long, more than eleven (11) feet wide or over eleven (11) feet in height, or as determined by the Ordering Officer, requires special handling equipment for loading aboard or discharging from a vessel because of that cargo's atypical size. All wheeled or tracked vehicles

regardless of size are excluded from this definition. Extra length charges are not applicable to cargo defined as oversized cargo.

Procurement Contracting Officer (PCO) - The PCO is responsible for managing all contract actions and substantive contract changes.

Regularly Scheduled Sailings - Sailings at regular intervals maintained between the same port ranges, and consisting of regular arrivals and departures along an established route, which will provide predictable Liner type service.

Required Delivery Date – A date established in the booking when cargo must be delivered by the Contractor. RDDs apply to the Contractor's delivery location based on the booking terms. RDD's will incorporate transit standards identified in this document.

SEAVAN Service Codes - MILSTAMP codes which indicate the extent of service for which the ocean Contractor is paid.

When the ocean Contractor's responsibility for movement begins or ends:

K - At the Contractor's terminal (Pier Service).

L - In the commercial zone of the U.S. port city or, outside the U.S., within 10 miles of the port city limits. Certain port cities, which are divided into modified zones as listed in this Contract, are assigned codes 1-9 instead of L (Local Drayage).

1-9 - In a modified zone for certain port cities as defined in this Contract. The number codes used correspond with the zone number in the Contract.

M - At any point not covered by codes K, L, or 1-9.

P - Same as Code M, except that one or more scheduled stop-offs in route to final destination have been booked with the ocean Contractor. Does not apply to local deliveries performed at the expense of the U.S. Government.

S - Same as Code T, except that one or more stop-offs in route to final destinations have been booked with the ocean carrier. Does not apply to local deliveries performed at the expense of the U.S. Government.

T - Same as Code L, 1-9, or M except cargo is booked as a "Through Shipment" under Single Factor Rates for Specialized Customer Requirements (SCR) Section cargo shipments.

Shipper Owned 20 ft Containers: Breakbulk/RORO – government owned container cargo carried by break bulk and/or RORO operators under the Breakbulk/RORO section.

Shortstop – To stop a stuffed container at the carrier's terminal where the Administrative Contracting Officer (ACO) has elected to take delivery, with final destination delivery to be performed by the Government.

Shutout - Cargo that is available for stevedoring but unable to be loaded on board the vessel to which it is booked due to operational circumstances or overbooking of the vessel.

Staging – A delay in commencement of drayage or line-haul or delay in on-carriage transit requested by the Government. Containers may be staged at the carrier's terminal or port facility, or at any other location chosen by the carrier, such as a railhead or barge terminal. Constructive staging is a delay in the final receipt of the cargo by the Government at the inland destination after release and commencement of on-carriage from the discharge port caused by the Government's refusal or inability to accept the containers at the inland destination.

Swing Cargo – Cargo, which may be containerized or shipped breakbulk/RORO.

US Flag Service – Full Service – Service where cargo is only loaded on US Flag ships between ports of embarkation and final port of discharge.

Combination Service – Service where the cargo is loaded on US Flag ships for at least one segment of the transocean carriage.

Water Clearance Authority (WCA) – An activity, which controls and monitors the flow of cargo into ocean terminals. See MILSTAMP Appendix J. May also perform authorized Customs Entries.

Wheeled or Tracked Vehicles - (Unboxed and Containerized) - Includes all types of unboxed, land or amphibious vehicles, set up on wheels or tracks, whether or not self propelled.

6.3 General Definition of Trade Areas

Africa: Includes all ports within East Africa, South Africa, West Africa and the Ascension Island.

Azores: Includes the port of Praia da Victoria, Terceira Island.

Baltic: Includes ports in Estonia, Latvia, Lithuania, Poland, Norway, Denmark, Finland, Sweden and Russian (West Coast).

Black Sea: Includes ports within the following countries: Bulgaria, Crimea, Georgia, Romania, Russia, Turkey, and Ukraine.

Caribbean: Includes ports in the Caribbean Area and the following countries: Bahamas, Bermuda Islands, Cuba, Dominican Republic, Haiti, Jamaica, Lesser Antilles, Puerto Rico, Trinidad, and the Virgin Islands, St. Croix and St. Thomas.

Central America: Includes ports within the following countries: Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, and Panama.

Continental Europe & United Kingdom & Ireland: Includes ports on the north and west coasts of Europe from the northern border of Germany to the northwestern junction of Spain and Portugal and all ports within the British Isles and Ireland; Belgium, Benelux, Faroe Islands, France (Western Coast), Germany, Ireland, Netherlands, Portugal (Northwestern Junction), Shetland Islands, Spain (Bay Biscay ports) and United Kingdom.

Far East Area: Includes ports within the following countries, colonies, island and island groups; Japan, North and South Korea, China (PRC), Taiwan, Hong Kong, Philippine Islands, Ryukyu Islands (Okinawa), Bonin Islands, Thailand, Indonesia, Malaysia, Singapore, Vietnam, and Cambodia.

Hawaii: Includes all Hawaiian ports: Kauai, Kure Island, Lanai, Mainland Hawaii, Maui, Niihau, Oahu and Tern Island

Iceland: Includes all Iceland ports.

Indian Ocean: Seychelles Islands.

Mediterranean Area: Includes ports in Portugal, Spanish ports between the boundary of Portugal and Gibraltar, ports of Morocco including Atlantic ports, ports of the Madeira and Canary Islands, ports of the Mediterranean and arms thereof, including the Bosphorus and inlands or island groups within the Mediterranean, but does not include ports of the Black Sea: The Mediterranean includes zones Adriatic Sea, Eastern Mediterranean and Western Mediterranean.

Mexico: Includes all ports in Mexico.

Middle East Area: Includes ports in the Red Sea, the Gulf of Aden, the Gulf of Oman, the Arabian Gulf and the Persian Gulf: Arabian Sea, Bay of Bengal & Andaman Sea, Gulf of Aden, Gulf of Aqaba, Gulf of Suez, Red Sea, Kuwait, Persian Gulf, Gulf of Oman, and Seychelles.

Oceania: Includes ports in the Mariana Islands, Guam, Coral Sea, New Guinea, Solomon Islands, Marshall Islands, Kwajalein, Australia, New Zealand, Samoa Islands, Fiji, Cook Islands, French Polynesia, Caroline Islands, Wake Island, Johnston Atoll, and the Midway Islands.

South America: Includes ports in Columbia, Brazil, Uruguay, Ecuador, Chile, Peru and Argentina, Columbia East Coast, Columbia West Coast, Falkland Island, Paraguay, Venezuela.

South Asia: Includes ports in Pakistan, India, Burma, Sri Lanka and Bangladesh.

U.S. East Coast: Includes ports between the boundary of Maine and Canada and the Southern tip of Key West Florida.

U.S. Gulf Coast: Includes ports between the boundary of Texas and Mexico on the Gulf of Mexico and Key West Florida on the Gulf of Mexico side.

U.S. West Coast: Includes ports between the boundary of California and Mexico and the States of Washington and Canada.

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85	Mediterranean – Oceania

6.5 Descriptions of Certain Route/Zone Indices

The routes below have been structured into zones so that countries/ports can be grouped to best reflect market conditions and minimize the number of rates to be submitted by contractors. The service provided by contractors who provide rates for specific zones will be reflected in service profiles as described in proposals and vessel schedules maintained with the booking office.

6.5.1 Far East Area (Route Index Numbers 01, 08, 14, 16, 19, 51 and 61)

(a) CONUS - Far East Area (Route Indices 01, 08, and 14) rates stated herein cover the service between United States ports and ports of the countries, colonies, islands, island groups or specific ports as indicated, within the following zones.

<u>Route Index/Zone</u>	<u>Country/Port Description</u>
A2	Korea
A3	Okinawa
A6	Philippine Islands (Manila)
A7	Malaysia
A8	Singapore
A9	Thailand
B1	China
B2	Hong Kong
B3	Indonesia
B4	Taiwan
B5	Vietnam
E	Japan
F	Russia Pacific Ports

(b) Hawaii - Far East (Route Index Number 16) rates stated herein cover directional service between Hawaiian Island ports and the Far East zones as defined by Section 6.5.1(c)(1) below.

(c) Far East Interport (Route Index Number 19) countries are grouped into zones as indicated.

GROUP ZONE	Countries
(1) A. N.E.Asia:	Japan, Korea, & Okinawa
B. Chinas:	China, Hong Kong, & Taiwan
C. S.E.Asia:	Indonesia, Malaysia, Philippines, Singapore, Thailand, & Vietnam

(2) <u>INTRAZONE</u>	<u>INTRAROUTE</u>
A1	Japan-Korea
A2	Korea-Japan
A3	Okinawa-Japan
A4	Japan-Okinawa
A5	Okinawa-Korea
A6	Korea-Okinawa
B1	Between ports Chinas
C1	Between ports S.E. Asia

The rates are directional between Group zones. Within Intrazones Chinas and Southeast Asia rates are “between rates.” Within Intrazone N.E. Asia there are three “directional rate sets” , as described above A1 through A6.

(d) Far East - to/from other OCONUS Ports (Route Indices 49,50, 51, and 61) rates stated herein cover directional service between the Far East Group zones listed in Section 6.5.1(c)(1) above and the respective OCONUS zones.

6.5.2 Mediterranean Area (Route Index Numbers 06, 12, 34, 63, 66 and 70):

The Mediterranean area is divided into three zones. Zone A (Western Mediterranean) will embrace the area bounded by a line from the north Portugal - Spain border west and south of the Madeira and Canary Islands to the southern border of Morocco, thence northward and eastward to the Tunisia - Libya border and northeastward to Cape Spartivento in Italy, but east of Malta and Sicily and thence northward and westward along the west coast of Italy and the Mediterranean coast of France and Spain and west to the point of beginning. Zone B (Eastern Mediterranean) will embrace the remaining area in the Mediterranean lying eastward of the east boundary of Zone, except as otherwise provided in Zone C (Adriatic Sea).

The geographical areas affected are identified under their respective zones as follows:

Zone A (Western Mediterranean) includes ports in:

Portugal	Spain - (From Southern boundary of Portugal to Mediterranean border of France)
Gibraltar	France - (Mediterranean ports)
Monaco	Morocco
Algeria	Italy - (Tyrrhenian and Ligurian ports)
Tunisia	Malta
Sardinia	Sicily
Canary Islands	Madeira Islands
Other islands	lying within the zone

Zone B (Eastern Mediterranean) includes ports in:

Libya	Greece
Crete	Italy - (except Adriatic and Ionian ports)
Lebanon	Turkey- (Mediterranean ports including the Bosphorus but not including the Black Sea)
Israel	
Cyprus	Egypt- (Mediterranean ports)
	Other islands lying within the zone

Zone C (Adriatic Sea) includes ports in:

Albania
Croatia
Italy (Adriatic and Ionian ports)
Slovenia
Montenegro (Yugoslavia)

6.5.3 Mediterranean Interport (Route Index Number 20):

The Mediterranean Interport rates stated herein cover service between ports in the Mediterranean area and apply on movements within a single zone and between zones.

<u>Route Index/Zone</u>	<u>Description</u>
A	Within a Single Zone (A or B or C)
B	Between Zones A and B or A and C, or B and C.

6.5.4 Mediterranean - Middle East Interport (Route Index Number 57):

The rates stated herein cover service between the Middle East zones as defined in Section 6.5.8 and ports in the Mediterranean area, as identified in Section 6.5.2.

For directional purpose, "from" the Mediterranean to the Middle East is considered outbound.

6.5.5 Central America/Mexico (Route Index Numbers 28, 39, and 43)

(a) CONUS - Central America (Route Indices 28, 39 and 43) rates stated herein cover service between United States ports and ports of Central America via the following zones and base ports.

Route Index/Zone

A (West Coast of Central America) includes ports in:

Mexico (WC)
Guatemala (WC)
El Salvador
Nicaragua (WC)

B (East Coast of Central America) includes ports in:

Mexico (EC)
Belize
Guatemala (EC)
Nicaragua (EC)

C (South Central America) Includes ports in:

Panama
Costa Rica

(b) Central America – Mediterranean (Route Index 66) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and the zones in the Mediterranean as defined in Section 6.5.2.

(c) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5(a) above and zones in Oceania as defined in Section 6.5.11(a).

(d) Central America – Continental Europe, United Kingdom, Ireland (Route Index 65) rates stated herein cover services between zones in Central America and ports in Continental Europe, United Kingdom and Ireland as defined in Section 6.5.5 above.

(e) Central America – Far East (Route Index 83) rates stated herein cover services between zones in Central America as defined in Section 6.5.5(a) above and zones in Far East as defined in Section 6.5.1(c).

6.5.6 Caribbean (Route Index Numbers 18, 37, 42 and 84):

(a) CONUS – Caribbean (Route Indices 18, 37, 42 and 84) rates stated herein cover services between ports in CONUS and ports within the following zones of the Caribbean, except Zone E, Puerto Rico, which is included only for Routes 18 and 84:

Route Index Zones	Country/Base Ports
A (Bahamas Area)	Bahamas Turks and Caicos
B Eastern Caribbean	Aruba Curacao Bonaire Trinidad & Tobago Grenadines Barbados Grenada St Vincent St Lucia Martinique Dominica Guadeloupe Antigua Barbuda Montserrat Saba St Kitts/Nevis St Barthelemy Anquilla St Martin/Maarten British Virgin Islands
C. Jamaica/Caymans Dominican Republic	Caymans Jamaica Dominican Republic
D. Haiti	Haiti
E. Puerto Rico	Puerto Rico (Interport service)

(b) The Caribbean Interport (Route Index Number 18) rates stated herein cover services between ports in the Caribbean area and apply on movements within a single zone or between zones and include Puerto Rico and US Virgin Islands.

(c) Central America – Caribbean (Route Index Number 84) rates stated herein cover the services between the Caribbean as defined in Section 6.5.6(a) above and zones in Central America.

6.5.7 Scandinavia/Baltic (Route Index Numbers 10 and 32):

(a) CONUS – Baltic rates stated herein cover service between United States ports and Baltic countries via the following zones and base ports.

<u>Route Index Zone</u>	<u>Country</u>	<u>Base Port(s)</u>
A	Norway	Oslo
B	Sweden	Gothenberg Varburg

C	Finland	Helsinki
D	Denmark	Aarhus Copenhagen
E	Estonia	Tallinn
F	Latvia	Riga
G	Lithuania	Klaipeda
H	Poland	Gdynia

(b) Baltic Interport (Route Index 24):

The Baltic Interport rates stated herein cover service between ports in Continental Europe, the United Kingdom and Ireland and in the above countries.

Rates stated herein cover service, directionally, for the Baltic zones and ports in Continental Europe, United Kingdom and & Ireland. For directional purposes, from Baltic is considered outbound.

6.5.8 Middle East, South Asia and Indian Ocean Area (Route Index Numbers 07, 13 and 47):

CONUS - Middle East Area rates stated herein cover the service between United States ports and ports of the Middle Eastern countries within the following zones.

<u>Route Index Zone</u>	<u>Description</u>
F2	Republic of Kuwait.
F3	Persian Gulf and Gulf of Oman ports include: Dammam, Saudi Arabia; United Arab Emirate (UAE) ports; Bahrain; Qatar, and Mina Qaboos (includes the ports of Muscat and Muttrah).
F4	Arabian Sea ports are limited to the following: Ports in Oman (South of Mina Qaboos); Ports in the People's Democratic Republic of Yemen

CONUS - South Asia rates stated herein cover service between United States ports and ports within the following zone(s):

<u>Route Index Zone</u>	<u>Description</u>
B	Pakistan and India West Coast Ports

CONUS - Indian Ocean rates stated herein cover service between United States ports and ports within the following zone(s):

<u>Route Index Zone</u>	<u>Description</u>
C	Victoria Harbor, Seychelles Islands

<u>Route Index Zone</u>	<u>Description</u>
D	Gulf of Aden (except ports in Yemen), Gulf of Aqaba, Gulf of Suez and Red Sea

<u>Route Index Zone</u>	<u>Description</u>
E	Bay of Bengal and Andaman Sea ports to include: India (EC), Burma, Sri Lanka, and Bangladesh

6.5.9 South America (Route Index Numbers 53, 55 and 56):

CONUS - South America rates states herein cover service between United States ports and ports on the East and West coasts of South America via the following zones and base ports.

<u>Route Index Zone</u>	<u>Country</u>	<u>Base Port(s)</u>
East Coast of South America		
A1	Columbia	Barranquilla Cartagena Santa Marta
A2	Brazil	Fortaleza Recife Rio de Janeiro
A3	Uruguay	Montevideo
A4	Argentina	Santos Buenos Aires
A5	French Guinea Guyana Suriname	Cayenne Georgetown Paramaribo
West Coast of South America		
B1	Columbia	Buenaventura
B2	Ecuador	Guayaquil
B3	Peru	Callao Matarani
B4	Chile	Arica Antofagasta Valparaiso

6.5.10 Continental Europe & United Kingdom & Ireland - Middle East Interport (Route Index 02):

The rates stated herein cover service, directionally, from the Middle East zones as defined in Section 6.5.8 to ports in Continental Europe & United Kingdom and Ireland. For directional purposes, "from" Continental Europe & United Kingdom to the Middle East will be considered outbound.

6.5.11 Oceania Area

(a) CONUS – Oceania (Route Indices 77 and 54) rates stated herein cover services between United States ports and ports of the countries, islands and island groups or specific ports as indicated within the following zones:

<u>Route Index/Zone</u>	<u>Country/Base Ports</u>
Zone A1	Australia
Zone A2	New Zealand
Zone B1	Northern Mariana Islands
Zone B2	Guam
Zone C	American Samoa
Zone D	Kwajaleins
Zone E	N. Central Pacific (Johnston, Midway, Wake)
Zone F	Micronesia
Zone G	Marshall Islands (Except Kwaj)
Zone H	Coral Sea Area
Zone I	South Pacific Islands
Zone J	Palau

(b) Central America – Oceania (Route Index 69) rates stated herein cover services between the zones in Central America as defined in Section 6.5.5 and the zones in Oceania as defined in Section 6.5.11(a).

(c) Continental Europe, United Kingdom, Ireland – Oceania (Route Index 72) rates stated herein cover services between ports in Continental Europe, United Kingdom and Ireland, and the zones in Oceania as defined in Section 6.5.11(a).

(d) Mediterranean – Oceania (Route Index 85) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and zones in the Oceania as defined in Section 6.5.11(a).

(e) Hawaii – Oceania (Route 79) rates stated herein cover services between ports of the Hawaiian Islands and the Oceania zones as defined in Section 6.5.11(a) above.

(f) Oceania – Middle East, South Asia, Indian Ocean (Route 80) rates stated herein cover services between zones in Oceania as defined in Section 6.5.11(a) and zones in the Middle East, South Asia, Indian Ocean as defined in Section 6.5.8.

6.5.12 Africa

(a) CONUS – Africa (Routes 60, 67, and 73) rates stated herein cover services between United States ports and port of the countries as indicated with the following zones:

Zone 1 West Africa - All ports in Africa from Western Sahara to Angola. (All Morocco ports are in West Med.)

Zone 2 South Africa - Ports in Namibia and South Africa

Zone 3 East Africa - All ports from Mozambique and continuing to include Somali Indian Ocean ports. Also includes ports in Madagascar.

Africa Red Sea and Gulf of Aden ports are included in Mideast area. North Africa is included in Mediterranean area.

(b) Continental Europe, UK and Ireland – Africa (Route Index 71) rates stated herein cover services between ports in Continental Europe, United Kingdom, and Ireland and the zones in Africa as defined in Section 6.5.12(a).

(c) Mediterranean – Africa (Route Index 74) rates stated herein cover services between zones in the Mediterranean as defined in Section 6.5.2 and the zones in Africa as defined in Section 6.5.12(a).

(d) Middle East, South Asia and Indian Ocean – Africa (Route Index 75) rates stated herein cover services between zones in the Middle East, South Asia and Indian Ocean as defined in Section 6.5.8 and the zones in Africa as defined in Section 6.5.12(a).

6.5.13 Designated Ports with Port Arbitraries

Contractors may establish port arbitraries, by the effective date of the contract, for selected countries/ports when ocean rates have not been provided for the route/zone designated to service this area or the contractor's service profile for a route/zone does not include regular service to the specific country/port. The port arbitrary surcharge is used in conjunction with an accepted ocean rate for a route/zone to link the service on the route/zone with the feeder service to the country/port covered by the port arbitrary. Arbitraries established after the effective date of the contract are subject to the Protection from Competition Clause. Port arbitraries may be provided for the following countries/ports:

Countries/Ports

Algeria
Tunisia
Cyprus
Black Sea Ports
Norway East
Sweden
Finland
Denmark
Estonia
Latvia
Lithuania
Poland
Norway West
Morocco
Rhine River Ports

RATE RULES

A-1 CONTAINER RATES

A. APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Liner Terms. Except as otherwise provided, all basic ocean freight rates are stated in U.S. dollars and cents per manifested type/size container and apply between carrier's terminal at the loading port and the carrier's terminal at the discharge port. Basic ocean freight rates shall be applicable, to all categories of cargo except as specified below.

(a) CARGO shipped in FLATRACK containers shall be freighted at the General Cargo container rate. In addition, the carrier's lump sum flatrack surcharge will be added to the total freight for this cargo. This provision is not applicable to excepted commodities. The flatrack surcharge is for each route index by size container and direction of movement. The outbound direction for each route is the first geographic origin identified for the route at paragraph 6.4. For interports, the surcharge is a "between" rate for each size container.

(b) MOVEMENT OF EMPTY GOVERNMENT OWNED OR LEASED CONTAINERS

The basic rate for empty Government furnished containers will be fifty percent (50%) of the applicable general cargo container rate, except for empty Government flat rack containers, car carriers, or other specialized types of containers.

(i) The carrier's charges for drayage or inland of empty Government containers will be the same as the Carrier rates contained in the Schedule of Rates.

(ii) When the carrier provides any of the services for Accessorial rates, in connection with service provided to Government containers, the appropriate Carrier rates contained in the Schedule of Rates will be applicable.

(c) HAZARDOUS CARGO SURCHARGE – The lump sum surcharge will only apply, per container, to hazardous cargo requiring on deck stowage per Coast Guard Regulations. The surcharge will be in addition to the general cargo container rate. This charge does not apply to excepted commodities.

(d) SMALL ARMS AMMUNITION – Small Arms Ammunition (International Marine Organization (IMO) Class 1.4) is moved at the same rate as general cargo.

(e) FORTY-FIVE FOOT CONTAINERS. A surcharge of 12.5% of the basic rate for a 40 foot container shall be applied for use of a 45 foot (or greater) container.

(f) HIGH CUBE CONTAINERS. A container (dry or reefer) in excess of 8'6" in height shall be paid at the same rate as an 8'6" container.

(g) COMMINGLING OF GOVERNMENT LTL AND COMMERCIAL CARGO:

Government cargo commingled with commercial cargo shall be freighted in accordance with the following formula: Carrier's basic ocean rate for a 40' container divided by 59 multiplied by manifested cargo measurement tons; a 20' container is divided by 29 multiplied by manifested cargo measurement tons.

(h) TANK CONTAINERS: Bulk liquid commodities will be containerized in Government owned or leased 24,000 Liter Type IMO-1. Bulk Tank Containers. The Government will pay for such service at the rates for each overland linehaul segment; the ocean segment will be paid at the carrier's 20-foot general cargo dry container rate, plus an additional lump sum surcharge for each loaded tank container or empty tank container that is NOT cleaned, sealed and certified. Clean and empty tank containers will be paid at the carrier's 20-foot general cargo dry container rate, without the surcharge for the ocean segment.

(i) **RATES FOR SPECIALIZED CUSTOMER REQUIREMENTS (SCR):** Single factor rates will apply to majority of cargo moving under SCRs. These are "all in" rates except for Currency Adjustment Factor (CAF), Bunker Adjustment Factor (BAF), and other accessorialss identified in the contract. Single factor rates can apply to point to point, point to port, or port to point movements. In order to minimize number of rates while maximizing the volume of cargo moving under SCRs, linehaul rates in the General Section can be used in conjunction with port to point rates to meet point to point requirements whenever a specific single factor rate for the same point to point is not available in the SCR. Specific point to port linehaul rates in the General Section will have precedence over the mileage rates when linking rates with the single factor rates of the SCR.

(j) **PORT ARBITRARIES:** A lump sum surcharge by size container and commodity is applicable for selected ports designated by the government. The port arbitrary will be added to the ocean rate for the route/zone to be used for the specific movement and is applicable to all directions of movement. Port Arbitraries are not to be used in conjunction with single factor rates. Paragraph 6.5.13 identifies the ports for which port arbitraries may be established for this contract. The surcharge will be listed in the Table 7, Accessorial Requirement Rates.

(k) **Customs Facilitation Fee.** This fee based on a cost per booking (Port Call File Number) is to compensate carriers for assisting consignees with the custom clearance of cargo in areas where there is no government presence.

B. APPLICATION OF DRAYAGE AND INLAND RATES

1. **General Application.** All drayage or inland services rates are stated in dollars and cents per manifested container size/type and are applicable for drayage or inland services furnished by the Carrier in conjunction with basic ocean services. All drayage and inland rates are for between service. No directional rates will apply under this contract. Drayage or inland charges for excepted and oversized cargo will be negotiated with the CO prior to booking. Drayage and inland rates apply for tanker containers unless specifically provided herein.

2. **Percentage Differential Accessorial for Refrigerated Cargo.** Rates for drayage or inland service in connection with the transportation of refrigerated cargo are applied at an additional 5% of the basic general cargo drayage, inland or mileage rate.

3. Inland Rate Application CONUS

(a) The rate stated for drayage or linehaul between the port of call and a United States port city, inland city or a place other than a city shall apply to any place within the Commercial Zone as described by the Surface Transportation Board (STB) or modified zone of such city or limits of such place.

(b) In the absence of specific linehaul rates between points within CONUS, inland charges are computed using mileage band rates, multiplied by the mileage found in the Defense Table of Official Distances (DTOD). Mileage rates are stated as one way mile rates by container size and are only used where no specific point/port rate exists. The DTOD is the official source for calculating distances when applying mileage rates. A commercial product that is DTOD-compliant is "PC*Miler" that will produce distance calculations identical to DTOD. Contractors who have PC*Miler will be provided a file of the official mileages to be used for all point to port and port to point combinations using mileage based rates. Contractors who elect to use another source for computing mileages cannot be provided this file. Should there be any differences in the mileages computed by DTOD and the mileage invoiced by the contractor, the contractor will be paid based on the DTOD mileages.

(c) When a carrier serves an Alternate Port by inland rather than actual ship call, the inland rate applies from the alternate port to the direct call port. No drayage is applicable at the alternate port.

(d) When a contractor serves a CONUS port city by actual ship call, the drayage rate applies between the contractor's terminal at that port of call and places within the port areas as defined by Attachment 4.

4. Drayage/Inland Rate Application OCONUS.

(a) When a carrier serves a foreign port city by actual ship call, the drayage rate applies between the carrier's terminal at that port of call and places within a 10-mile radius of the city limits of that foreign port city.

(b) The rate stated for linehaul between the port of call and a foreign inland city or an inland place other than a city, shall apply to any place within a 10-mile radius of the city limits of such city or limits of such place.

5. Inland Service by Ferry or by Barge-Ship Systems.

Inland rates shall apply to inland service provided by commercial ferry, or by commercial barge ship systems in the following instances:

- (a) Between ports in the United Kingdom and ports in Eire.
- (b) Between ports on the mainland of Italy and ports of Sicily and Sardinia.
- (c) Between ports in mainland Greece and ports in Crete.
- (d) Between ports in Japan and Misawa, Japan

6. Grouping of Certain Ports, Cities, and Place.

In order to avoid proliferation of rates, certain ports and inland points have been grouped together as described in Attachment 4, City Report by Locations. Provisions applicable to these groupings are set forth below:

(a) Service via the German ports of Hamburg, Bremen and Bremerhaven shall be considered alternate ports to be interchangeable in connection with the application of line-haul rates between actual port of call and inland cities or other inland places. Service via the Benelux ports of Antwerp, Zeebrugge, Rotterdam and Amsterdam shall be considered alternate ports to be similarly interchangeable in connection with the application of line-haul rates between the actual port of call and inland cities or other inland places.

(b) Certain OCONUS port cities, inland cities or and other inland places have been arranged into geographic groups. The line-haul rate for a particular group applies to line-haul service between the contractor's terminal at the port of call and any place within a 10-mile radius of the city limits of each inland city or limits of other places within that group.




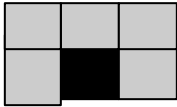
(c) In addition, certain CONUS inland points and places have been arranged into geographic groups. The line-haul rate for a particular group applies for line-haul service between the contractor's terminal at the port of call and any place within the Commercial Zone, as described by the STB, of each city within the group, including all unincorporated areas and all of any other municipality, any part of which lies within such zones.

(d) Government will provide contractors with a listing of all points included within the geographical groupings as configured based on above criteria.

C. OVERDIMENSIONAL CARGO

(1) Selection of the equipment used for ocean transportation shall not result in over length dimensions when the cargo is loaded on the container, unless the carrier and the Government mutually agree to this at the time of cargo booking. For example, cargo 24 feet in length shall be loaded on a 40 foot flatrack, not a 20 foot flatrack.

(2) Charges for over dimensional cargo stowed on a vessel in containers shall equal the additional ocean rate for equivalent displaced standard dry container(s) by size, in accordance with the following formula (which includes use of a flatrack container):

In gauge:	BOF (Basic ocean freight) <u>+FRS (Flat rack surcharge)</u> TP (Total price)	
Over height:	BOF+(BOF x 65%) <u>+FRS</u> TP	
Over width:	BOF+((BOFx2) x 65%) <u>+FRS</u> TP	
Over height and over width:	BOF+((BOFx5) x 65%) <u>+FRS</u> TP	

NOTE: The blocks in the above examples depict the displaced cells based on shipments being over height, over width, or both over height and over width. The black block is the loaded flatrack and the gray blocks are the displaced cells.

A 35% discount off the basic ocean freight rate shall be applied for displaced slots in any configuration.

(3) If other than flatracks are used to ship over dimensional cargo, the flatrack surcharge shall not be applied to the formula.

(4) Flatrack surcharges shall not apply to Government owned flatracks in the rate computation for over dimensional cargo.

(5) Displaced slots for which charges are assessed will be counted toward the minimum cargo guarantee.

(6) Cargo that cannot be loaded on or in an intermodal container (closed, open top, flatrack) prior to stevedoring is not covered by this formula.

(7) The over dimensional formula is limited to port to port terms only. Basic ocean freight (BOF) is the General Cargo Ocean Container Rate from the Table of Rates of the General Contract Section (GCS).

(8) This formula can be applied to cargo exceeding either the weight and/or the dimensions defining over dimensional cargo when the Government and the carrier mutually agree to do so at the time of cargo booking.

5) CARGO HANDLING

When this service is ordered by the Government, contractors will be paid for each manifest MsT for providing cargo handling services which consist of stuffing, unstuffing, transloading and consolidation of containerized cargo at contractor designated facilities. The rate applies without regard to size/type container and includes tallying of cargo, and necessary blocking, bracing or dunnage.

A-2 BREAKBULK / RORO Rates

APPLICATION OF OCEAN FREIGHT RATES

1. General Application. All rates included herein are based on Free In, Free Out (FIO) terms. Basic ocean freight rates shall be applicable, to the commodity categories as specified below:

General Cargo
Light Vehicles
Heavy Vehicles

Government Owned/Leased Dry Containers
Helicopters

(a) Cargo shall be rated based on a Measurement Ton (MsT) as defined as either 40 cubic feet per ton or 2240 lbs. per ton, whichever will generate the highest tonnage units and revenue when applied to the dimensions and weight of cargo. Government owned/leased dry containers should be rated per container size. Only General Cargo will be rated on a weight or cube basis. Only General Cargo will be rated on a weight or cube basis.

(b) When liner service is required for breakbulk shipments at the load port, discharge port or at both ports, the applicable liner term rate(s) in the Table of Accessorials will be added to the FIO ocean rate for the ports where liner service is ordered.

(c) EXTRA LENGTH CHARGE shall be added to and in conformity with the base rate (per MsT) for each additional 10 feet in length, or fraction thereof, in excess of 45 feet. This charge does not apply to excepted commodities.

(d) BARGE FAK RATE: Cargo shipped in a barge loaded exclusively with military cargo booked under this Contract at the Barge Freight All Kinds (FAK) rate shall be freighted at the barge FAK rates set forth in Table 8. These rates only apply to breakbulk service utilizing a system of barges or lighters transported by a mother ship. Rates are lump sum per barge.

(e) HAZARDOUS CARGO SURCHARGE – The surcharge applies to hazardous cargo requiring on deck stowage by Coast Guard regulations, and is expressed as a rate per MsT to be added to the commodity rate for the ocean transportation.

(f) In accordance with booking terms, when the Government requests the carrier to provide loading and/or discharging service for self-propelled wheeled or tracked vehicles, and the vehicle(s) are delivered in an undriveable condition or become inoperable prior to loading or discharge, the government will be liable for the extra handling incurred by the Contractor at a rate of \$75.00 per vehicle at origin, if applicable, and/or \$75.00 at destination, if applicable, maximum not to exceed \$150.00 per vehicle. The Contractor shall certify that the vehicle is inoperable, stating the TCN and/or vehicle serial number, vessel name and voyage number, sailing date and port of loading/destination.

(g). When ocean service is ordered to an alternate port subject to the Port Arbitrary, the Port Arbitrary rate in the Table of Accessorials applicable to the specific port is added to the FIO ocean rate for the trade route used to deliver cargo to the intermediate port for transshipment to the alternate port. The Port Arbitrary surcharge includes costs to load or discharge feeder vessels at intermediate ports. Service at the alternate port is FIO unless liner service is ordered.

(h) Vessel Demurrage - Contractor will be compensated for berthing delays caused by the Government (See paragraph 4.3.2.3.3) based on demurrage rates (per vessel day) in the accessorial table. Charges are pro-rated for the actual period of delay.

ATTACHMENT 1

USC-03 GENERAL SECTION HAZARDOUS CARGO LISTING

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by USC-03 customers.

UN Number	Shipping Name	Hazard Class
UN0012	CARTRIDGES FOR WEAPONS, INERT PROJECTILE	HAZ:1.4S
UN0191	SIGNAL DEVICES, HAND	HAZ:1.4G
UN0276	CARTRIDGES, POWER DEVICE	HAZ:1.4C
UN0323	CARTRIDGES, POWER DEVICE	HAZ:1.4S
UN0348	CARTRIDGES FOR WEAPONS, WITH BURSTING CHARGE	HAZ:1.4F
UN0349	ARTICLES, EXPLOSIVE,N.O.S.	HAZ:1.4S
UN1001	ACETYLENE, DISSOLVED	HAZ:2.1
UN1002	AIR COMPRESSED NON - FLAMMABLE GAS	HAZ:2.2
UN1005	AMMONIA, ANHYDROUS	HAZ:2.3
UN1006	ARGON, COMPRESSED	HAZ:2.2
UN1009	BROMOTRIFLUOROMETHANE [OR] REFRIGERANT GAS, R 13B1	HAZ:2.2
UN1011	BUTANE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1013	CARBON DIOXIDE	HAZ:2.2
UN1014	CARBON DIOXIDE AND OXYGEN MIXTURES, COMPRESSED	HAZ:2.2
UN1016	CARBON MONOXIDE, COMPRESSED	HAZ:2.3
UN1017	CHLORINE	HAZ:2.3
UN1018	CHLORODIFLOROMETHANE	HAZ:2.2
UN1022	CHLOROTRIFLUOROMETHANE [OR] REFRIGERANT GAS, R 13	HAZ:2.2
UN1028	NON FLAMMABLE GAS DI-CHLORO-FLUOROMETHANE. REFRIGERANT GAS R	HAZ:2.2
UN1030	1,1-DIFLUOROETHANE [OR] REFRIGERANT GAS, R 152A	HAZ:2.1
UN1040	ETHYLENE OXIDE WITH NITROGEN	HAZ:2.3
UN1044	FIRE EXTINGUISHER CONTAINING COMPRESSED OR LIQUIFIED GAS	HAZ:2.2
UN1046	HELIUM, COMPRESSED	HAZ:2.2
UN1049	METAL HYDRIDES, WATERREACTIVE, N.O.S.	HAZ:4.3
UN1057	LIGHTERS, CIGARETTES,CONTAINING FLAMMABLEGAS	HAZ:2.1
UN1066	NITROGEN, COMPRESSED	HAZ:2.2
UN1070	NITROUS OXIDE	HAZ:2.2
UN1072	OXYGEN, COMPRESSED	HAZ:2.2
UN1073	OXYGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1075	PETROLEUM GASSES, LIQUIFIED	HAZ:2.1
UN1077	PROPYLENE [SEE ALSO] PETROLEUM GASES, LIQUEFIED	HAZ:2.1
UN1078	REFRIGERANT GASES, N.O.S.	HAZ:2.2
UN1079	SULFUR DIOXIDE	HAZ:2.3
UN1080	SULPHUR HEXAFLURIDE	HAZ:2.2
UN1089	ACETALDEHYDE	HAZ:3
UN1090	ACETONE	HAZ:3
UN1099	ALLYL BROMIDE	HAZ:3
UN1104	AMYL ACETATES	HAZ:3
UN1111	AMYL MERCAPTANS	HAZ:3
UN1113	AMYL NITRITES	HAZ:3
UN1120	BUTANOLS	HAZ:3

UN1123	BUTYL ACETATES	HAZ:3
UN1133	ADHESIVES, CONTAINING A FLAMMABLE LIQUID	HAZ:3
UN1139	COATING SOLUTION	HAZ:3
UN1145	CYCLOHEXANE	HAZ:3
UN1150	DICHLOROETHYLENE	HAZ:3
UN1153	ETHYLENE GLYCOL DIETHYL ETHER	HAZ:3
UN1170	ETHANOL	HAZ:3
UN1171	ETHYLENE GLYCOL MONOETHYL ETHER	HAZ:3
UN1172	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE	HAZ:3
UN1184	ETHYLENE DICHLORIDE	HAZ:3
UN1188	ETHYLENE GLYCOL MONOMETHYL ETHER	HAZ:3
UN1193	ETHYL METHYL KETONE	HAZ:3
UN1198	FORMALDEHYD, SOLUTIONS, FLAMMABLE	HAZ:3
UN1202	GAS OIL	HAZ:3
UN1203	GASOHOL GASOLINE MIXED WITH ETHYL ALCOHOL, WITH NOT MORE THAN	HAZ:3
UN1206	HEPTANES	HAZ:3
UN1208	HEXANES	HAZ:3
UN1210	PRINTING INK FLAMMABLE	HAZ:3
UN1213	ISOBUTYL ACETATE	HAZ:3
UN1219	ISOPROPANOL	HAZ:3
UN1223	KEROSENE	HAZ:3
UN1230	METHANOL	HAZ:3
UN1233	METHYLAMYL ACETATE	HAZ:3
UN1245	METHYL ISOBUTYL KETONE	HAZ:3
UN1247	METHYL METHACRYLATE MONOMER, INHIBITED	HAZ:3
UN1262	OCTANES	HAZ:3
UN1263	PAINT INCLUDING PAINT, LACQUER ENAMEL, STAIN, SHELLAC SOLUTI	HAZ:3
UN1266	PERFUMERY PRODUCTS WITH FLAMMABLE SOLVENTS	HAZ:3
UN1267	PETROLEUM CRUDE OIL	HAZ:3
UN1268	PETROLEUM DISTILLATES, N.O.S.	HAZ:3
UN1272	PINE OIL	HAZ:3
UN1274	N-PROPANOL	HAZ:3
UN1293	TINCTURES, MEDICINAL	HAZ:3
UN1294	TOLUENE	HAZ:3
UN1299	TURPENTINE	HAZ:3
UN1300	TURPENTINE SUBSTITUTE	HAZ:3
UN1301	VINYL ACETATE, INHIBITED	HAZ:3
UN1307	XYLENES	HAZ:3
UN1325	FLAMMABLE SOLIDS, ORGANIC, N.O.S.	HAZ:4.1
UN1344	PICRIC ACID, WET, WITH NOT LESS THAN 10% WATER	HAZ:4.1
UN1350	SULFUR	HAZ:9
UN1361	CARBON, ANIMAL OR VEGETABLE ORIGIN	HAZ:4.2
UN1363	COPRA	HAZ:4.2
UN1366	DIETHYLZINC	HAZ:4.2
UN1402	CALCIUM CARBIDE	HAZ:4.3
UN1407	CESIUM	HAZ:4.3
UN1428	SODIUM	HAZ:4.3
UN1432	SODIUM PHOSPHIDE	HAZ:4.3
UN1436	ZINC POWDER	HAZ:4.3

UN1453	CALCIUM CHLORITE	HAZ:5.1
UN1454	CALCIUM NITRATE	HAZ:5.1
UN1463	CHROMIC ACID, SOLID	HAZ:5.1
UN1479	MEDICINES, OXIDIZING SUBSTANCE, SOLID, N.O.S.	HAZ:5.1
UN1485	POTASSIUM CHLORATE	HAZ:5.1
UN1486	POTASSIUM NITRATE	HAZ:5.1
UN1490	POTASSIUM PERMANGANATE	HAZ:5.1
UN1493	SILVER NITRATE	HAZ:5.1
UN1495	SODIUM CHLORATE	HAZ:5.1
UN1498	SODIUM NITRATE	HAZ:5.1
UN1564	BARIUM COMPOUNDS N.O.S	HAZ:6.1
UN1593	DICHLOROMETHANE	HAZ:6.1
UN1625	MERCURIC NITRATE	HAZ:6.1
UN1649	MOTOR FUEL ANTI-KNOCK MIXTURES	HAZ:6.1
UN1686	SODIUM ARSENITE, AQUEOUS SOLUTIONS	HAZ:6.1
UN1690	SODIUM FLUORIDE	HAZ:6.1
UN1707	THALLIUM COMPOUNDS, N.O.S.	HAZ:6.1
UN1710	TRICHLOROETHYLENE	HAZ:6.1
UN1711	XYLIDINES, SOLID	HAZ:6.1
UN1719	CAUSTIC ALKALI LIQUIDS, N.O.S.	HAZ:8
UN1748	CALCIUM HYPOCHLORITE, DRY W/MORE THAN 39% AVAILABLE CHLORINE	HAZ:5.1
UN1755	CHROMIC ACID SOLUTION	HAZ:8
UN1759	CORROSIVE SOLIDS N.O.S	HAZ:8
UN1760	CHEMICAL KIT	HAZ:8
UN1774	FIRE EXTINGUISHER CHARGES, CORROSIVE LIQUID	HAZ:8
UN1778	FLUOROSILICIC ACID	HAZ:8
UN1787	HYDRIODIC ACID SOLUTION	HAZ:8
UN1789	HYDROCHLORIC ACID, SOLUTION	HAZ:8
UN1791	HYPOCHLORITE SOLUTIONS WITH MORE THAN 5% BUT LESS THAN 16% A	HAZ:8
UN1805	PHOSPHORIC ACID	HAZ:8
UN1813	POTASSIUM HYDROXIDE, SOLID	HAZ:8
UN1814	POTASSIUM HYDROXIDE, SOLUTION	HAZ:8
UN1823	SODIUM HYDROXIDE SOLID	HAZ:8
UN1824	SODIUM HYDROXIDE SOLUTION	HAZ:8
UN1830	SULFURIC ACID WITH MORE THAN 51% ACID	HAZ:8
UN1832	SULFURIC ACID, SPENT	HAZ:8
UN1839	TRICHLOROACETIC ACID	HAZ:8
UN1840	ZINC CHLORIDE SOLUTION	HAZ:8
UN1862	ETHYL CROTONATE	HAZ:3
UN1863	FUEL, AVIATION TURBINE ENGINE	HAZ:3
UN1866	RESIN SOLUTION, FLAMMABLE	HAZ:3
UN1888	CHLOROFORM	HAZ:6.1
UN1897	TETRACHLOROETHYLENE	HAZ:6.1
UN1903	DISINFECTANTS, LIQUID, CORROSIVE N.O.S.	HAZ:8
UN1935	CYANIDE SOLUTIONS, N.O.S.	HAZ:6.1
UN1942	AMMONIUM NITRATE, WITH NOT MORE THAN 0.2% OF, COMBUSTIBLE SU	HAZ:5.1
UN1944	MATCHES SAFETY (BOOK, CARD OR STRIKE ON BOX)	HAZ:4.1
UN1950	AEROSOLS, CORROSIVE, (EACH NOT EXCEEDING 1 L CAPACITY)	HAZ:2.2
UN1954	COMPRESSED GAS, FLAMMABLE, N.O.S.	HAZ:2.1

UN1955	COMPRESSED GAS, TOXIC, N.O.S. [INHALATION HAZARD ZONE A]	HAZ:2.3
UN1956	COMPRESSED GASES, N.O.S	HAZ:2.2
UN1958	1,2-DICHLORO-1,1,2,2-TETRAFLUOROETHANE [OR] REFRIGERANT GAS,	HAZ:2.2
UN1963	HELIUM, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.2
UN1966	HYDROGEN, REFRIGERATED LIQUID (CRYOGENIC LIQUID)	HAZ:2.1
UN1967	INSECTICIDE GASES, TOXIC, N.O.S.	HAZ:2.3
UN1968	INSECTICIDE GASES, N.O.S.	HAZ:2.2
UN1972	METHANE, REFRIGERATED LIQUID [(CRYOGENIC LIQUID)] [OR] NATUR	HAZ:2.1
UN1973	CHLORODIFLUOROMETHANE AND CHLOROPENTAFLUOROETHANE MIXTURE [O	HAZ:2.2
UN1974	CHLORODIFLUOROBROMOMETHANE [OR] REFRIGERANT GAS, R 12B1	HAZ:2.2
UN1977	NITROGEN, REFRIGERATED LIQUID CRYOGENIC LIQUID	HAZ:2.2
UN1978	PROPANE, PROPANE MIXTURE	HAZ:2.1
UN1983	1-CHLORO-2,2,2-TRIFLUOROETHANE [OR] REFRIGERANT GAS, R 133A	HAZ:2.2
UN1986	ALCOHOLS, TOXIC N.O.S.	HAZ:3
UN1987	ALCOHOLS, N.O.S.	HAZ:3
UN1992	FLAMMABLE LIQUIDS, TOXIC, N.O.S.	HAZ:3
UN1993	COMPOUNDS, CLEANING LIQUID	HAZ:3
UN1999	ASPHALT, AT OR ABOVE FLASHPOINT	HAZ:3
UN2000	CELLULOID IN BLOCK RODS ROLLS SHEETS TUBES, ETC, EXCEPT SCRAP	HAZ:4.1
UN2001	COBALT NAPHTHENATES, POWDER	HAZ:4.1
UN2014	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS W/MORE THAN 40% BUT NOT	HAZ:5.1
UN2017	AMMUNITION, TEAR-PRODUCING, NON-EXPLOSIVE, WITHOUT BURSTER OR	HAZ:6.1
UN2023	EPOCHLOROHYDRIN	HAZ:6.1
UN2024	MERCURY COMPOUNDS, LIQUID, N.O.S.	HAZ:6.1
UN2025	MERCURY COMPOUNDS, SOLID, N.O.S.	HAZ:6.1
UN2031	NITRIC ACID OTHER THAN RED FUMING, WITH MORE THAN 70% NITRIC	HAZ:8
UN2053	METHYL ISOBUTYL CARBINOL	HAZ:3
UN2054	MORPHOLINE	HAZ:3
UN2056	TETRAHYDROFURAN	HAZ:3
UN2067	AMMONIUM NITRATE - FERTILIZERS	HAZ:5.1
UN2071	AMMONIUM NITRATE FERTILIZERS: UNIFORM NON-SEGREGATING MIXTUR	HAZ:9
UN2079	DIETHYLENETRIAMINE	HAZ:8
UN2193	HEXAFLUOROETHANE, COMPRESSED [OR] REFRIGERANT GAS, R 116	HAZ:2.2
UN2201	NITROUS OXIDE, REFRIGERATED LIQUID	HAZ:2.2
UN2206	ISOCYANATES, TOXIC, N.O.S., FLASHPOINT MORE THAN 61 DEGREES C	HAZ:6.1
UN2208	CALCIUM HYPOCHLORITE MIXTURES, DRY, W/MORE THAN 10% BUT NOT MO	HAZ:5.1
UN2212	ASBESTOS	HAZ:9
UN2254	MATCHES, FUSEE	HAZ:4.1
UN2259	TRIETHYLENETETRAMINE	HAZ:8
UN2315	POLYCHLORINATED BIPHENYLS	HAZ:9
UN2348	BUTYLACRYLATE	HAZ:3
UN2357	CYCLOHEXYLAMINE	HAZ:8
UN2369	ETHYLENE GLYCOL MONOBUTYL ETHER	HAZ:6.1
UN2380	DIMETHYLDIETHOXY SILANE	HAZ:3
UN2427	POTASSIUM CHLORATE, AQUEOUS SOLUTION	HAZ:5.1
UN2451	NITROGEN TRIFLUORIDE, COMPRESSED	HAZ:2.2
UN2465	DICHLOROISOCYANURIC ACID, DRY	HAZ:5.1
UN2466	POTASSIUM SUPEROXIDE	HAZ:5.1

UN2491	ETHANOLAMINE	HAZ:8
UN2514	BROMOBENZENE	HAZ:3
UN2574	TRICRESYL PHOSPHATE WITH MORE THAN 3% ORTHOISOMER	HAZ:6.1
UN2581	ALUMINUM CHLORIDE, SOLUTION	HAZ:8
UN2582	FERRIC CHLORIDE, SOLUTION	HAZ:8
UN2584	ALKYL SULFONIC ACIDS LIQUID, WITH MORE THAN 5 % FREE SULFURIC	HAZ:8
UN2586	ALKYL SULFONIC ACIDS, LIQUID, WITH NOT MORE THAN 5 % FREE SULF	HAZ:8
UN2588	PESTICIDES, SOLID, TOXIC, N.O.S.	HAZ:6.1
UN2602	DICHLORODIFLUOROMETHANE AND DIFLUOROETHANE AZEOTROPIC MIXTURE	HAZ:2.2
UN2614	METHALLYL ALCOHOL	HAZ:3
UN2662	HYDROQUINONE	HAZ:6.1
UN2672	AMMONIA SOLUTIONS, RELATIVE DENSITY BETWEEN 0.880 & 0.957 @ 1	HAZ:8
UN2680	LITHIUM HYDROXIDE, MONOHYDRATE	HAZ:8
UN2735	AMINES, LIQUID, CORROSIVE, N.O.S.	HAZ:8
UN2757	CARBAMATE PESTICIDES, SOLID, TOXIC	HAZ:6.1
UN2761	ORGANOCHLORINE PESTICIDES, SOLID TOXIC	HAZ:6.1
UN2783	METHYL PARATHION SOLID	HAZ:6.1
UN2784	ORGANOPHOSPHORUS PESTICIDES, LIQUID, FLAMMABLE, TOXIC, FLASH	HAZ:3
UN2789	ACETIC ACID, GLACIAL, WITH MORE THAN 80 % ACID, BY MASS	HAZ:8
UN2790	ACETIC ACID SOLUTION, WITH MORE THAN 10 % BUT NOT MORE THAN 8	HAZ:8
UN2794	BATTERIES, WET, FILLED WITH ACID, ELECTRIC STORAGE	HAZ:8
UN2795	BATTERIES, WET, FILLED WITH ALKALI, ELECTRIC STORAGE	HAZ:8
UN2796	BATTERY FLUID, ACID	HAZ:8
UN2797	BATTERY FLUID, ALKALI	HAZ:8
UN2800	BATTERIES, WET, NON-SPILLABLE, ELECTRIC STORAGE	HAZ:8
UN2802	COPPER CHLORIDE	HAZ:8
UN2809	MERCURY	HAZ:8
UN2810	COMPOUNDS TREE KILLING, LIQUID	HAZ:6.1
UN2811	SELENIUM OXIDE	HAZ:6.1
UN2821	PHENOL SOLUTIONS	HAZ:6.1
UN2831	1,1,1-TRICHLOROETHANE	HAZ:6.1
UN2856	FLUOROSILICATES, N.O.S.	HAZ:6.1
UN2857	REFRIGERATING MACHINES, CONTAINING NON-FLAMMABLE, NONTOXIC,	HAZ:2.2
UN2876	RESORCINOL	HAZ:6.1
UN2880	CALCIUM HYPOCHLORITE, HYDRATED WITH NOT LESS THAN 5.5% BUT NO	HAZ:5.1
UN2902	PESTICIDES, LIQUID, TOXIC, N.O.S.	HAZ:6.1
UN2903	PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. FLASHPOINT NOT	HAZ:6.1
UN2910	RADIOACTIVE MATERIAL, EXCEPTED PACKAGE-INSTRUMENTS	HAZ:7
UN2912	RADIOACTIVE MATERIAL, LOW SPECIFIC ACTIVITY, N.O.S.	HAZ:7
UN2918	RADIOACTIVE MATERIAL, FISSIONABLE, N.O.S.	HAZ:7
UN2920	CORROSIVE LIQUIDS, FLAMMABLE, N.O.S.	HAZ:8
UN2922	CORROSIVE LIQUIDS, TOXIC, N.O.S.	HAZ:8
UN2924	FLAMMABLE LIQUIDS, CORROSIVE, N.O.S.	HAZ:3
UN2926	FLAMMABLE SOLIDS TOXIC, ORGANIC, N.O.S.	HAZ:4.1
UN2927	TOXIC LIQUIDS, CORROSIVE, ORGANIC, N.O.S.	HAZ:6.1
UN2967	SULFAMIC ACID	HAZ:8
UN2974	RADIOACTIVE MATERIAL SPECIAL FORM NOS	HAZ:7
UN2982	RADIOACTIVE MATERIAL, NOS	HAZ:7

UN2984	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS WITH NOT LESS THAN 8% B	HAZ:5.1
UN2990	LIFE-SAVING APPLIANCES, SELF INFLATING	HAZ:9
UN2992	CARBAMATE PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN2994	ARSENICAL PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3003	BENZOIC DERIVATIVE PESTICIDES, LIQUID, TOXIC, FLAMMABLE FLAS	HAZ:6.1
UN3010	COPPER BASED PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3013	SUBSTITUTED NITROPHENOL PESTICIDES, LIQUID, TOXIC, FLAMMABLE	HAZ:6.1
UN3017	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC, FLAMMABLE, FLASHP	HAZ:6.1
UN3018	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3020	ORGANOTIN PESTICIDES, LIQUID, TOXIC	HAZ:6.1
UN3021	PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (FLASHPOINT LESS THAN	HAZ:3
UN3028	BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, ELECTR	HAZ:8
UN3072	LIFE-SAVING APPLIANCES, NOT SELF INFLATING [CONTAINING DANGE	HAZ:9
UN3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S.	HAZ:9
UN3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S (OTTO FUE	HAZ:9
UN3085	OXIDIZING SOLID, CORROSIVE, N.O.S.	HAZ:5.1
UN3090	LITHIUM BATTERY	HAZ:9
UN3091	LITHIUM BATTERIES, CONTAINED IN EQUIPMENT	HAZ:9
UN3093	CORROSIVE LIQUIDS, OXIDIZING, N.O.S.	HAZ:8
UN3098	OXIDIZING LIQUID, CORROSIVE, N.O.S.	HAZ:5.1
UN3099	OXIDIZING LIQUID TOXIC, N.O.S.	HAZ:5.1
UN3105	ORGANIC PEROXIDE TYPED, LIQUID	HAZ:5.2
UN3107	ORGANIC PEROXIDE TYPEE, LIQUID	HAZ:5.2
UN3109	ORGANIC PEROXIDE TYPEF, LIQUID	HAZ:5.2
UN3116	ORGANIC PEROXIDE TYPED, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3120	ORGANIC PEROXIDE TYPEF, SOLID, TEMPERATURECONTROLLED	HAZ:5.2
UN3136	TRIFLUOROMETHANE, REFRIGERATED LIQUID	HAZ:2.2
UN3139	OXIDIZING LIQUID N.O.S.	HAZ:5.1
UN3147	DYES, SOLID, CORROSIVE, N.O.S.	HAZ:8
UN3156	COMPRESSED GAS, OXIDIZING, N.O.S.	HAZ:2.2
UN3159	1,1,1,2-TETRAFLUOROETHANE	HAZ:2.2
UN3161	LIQUEFIED GAS, FLAMMABLE, N.O.S.	HAZ:2.1
UN3163	LIQUIFIED GAS, N.O.S	HAZ:2.2
UN3164	ARTICLES HYDRAULIC CONTAINING NON-FLAMMABLE GAS	HAZ:2.2
UN3166	ENGINE, INTERNAL, COMBUSTION	HAZ:9
UN3171	BATTERY-POWERED VEHICLES [OR] BATTERY-POWERED EQUIPMENT	HAZ:9
UN3175	SOLIDS CONTAININGS FLAMMABLE LIQUID, N.O.S.	HAZ:4.1
UN3178	FLAMMABLE SOLID, INORGANIC, N.O.S.	HAZ:4.1
UN3188	SELF-HEATING LIQUID, CORROSIVE, INORGANIC, N.O.S.	HAZ:4.2
UN3207	ORGANOMETALLIC COMPOUND	HAZ:4.3
UN3221	SELF-REACTIVE LIQUID, TYPE B	HAZ:4.1
UN3225	SELF-REACTIVE LIQUID, TYPE D	HAZ:4.1
UN3253	DISODIUM TRIOXOSILICATE, PENTAHYDRATE	HAZ:8
UN3259	AMINES, SOLID, CORROSIVE, N.O.S.	HAZ:8
UN3260	CORROSIVE SOLID ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3261	CORROSIVE SOLID ACIDIC, ORGANIC, N.O.S.	HAZ:8
UN3262	CORROSIVE SOLID, BASIC, INORGANIC, N.O.S.	HAZ:8
UN3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.	HAZ:8
UN3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	HAZ:8

UN3266	CORROSIVE LIQUID BASIC, INORGANIC, N.O.S.	HAZ:8
UN3267	CORROSIVE LIQUID BASIC, ORGANIC, N.O.S.	HAZ:8
UN3268	AIR BAG MODULES	HAZ:9
UN3269	POLYESTER RESIN KIT	HAZ:3
UN3270	NITROCELLULOSE MEMBRANE FILTERS	HAZ:4.1
UN3278	ORGANOPHOSPHORUS COMPOUND, TOXIC, N.O.S.	HAZ:6.1
UN3286	FLAMMABLE LIQUID TOXIC, CORROSIVE, N.O.S.	HAZ:3
UN3287	TOXIC LIQUID INORGANIC, N.O.S.	HAZ:6.1
UN3288	TOXIC SOLID, INORGANIC, N.O.S.	HAZ:6.1
UN3293	HYDRAZINE, AQUEOUS SOLUTION WITH NOT MORE THAN 37% HYDRAZINE	HAZ:6.1

ATTACHMENT 2

SCR Hazardous Material/Cargo Requirements Listing

The table below identifies the proper shipping names and U.N. numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the SCR customers. In addition to the hazardous cargo listed below, the Velocity Management Program has identified additional hazardous cargo and hazardous material shipped under the Velocity Management Program. These additional Velocity Management items are listed under a separate attachment.

UN #	Shipping Name	HAZ Class	Packing Group	Label Required
UN1090	Acetone	3	II	Flammable Liquid
UN1133	Adhesives	3	II	Flammable Liquid
UN1950	Aerosols	2.1		Flammable Gas
UN1950	Aerosols	2.2		Non-Flammable Gas
UN2672	Ammonia Solutions	8	III	Corrosive
UN2794	Batteries, wet, filled with acid	8	III	Corrosive
UN1361	Charcoal (briquettes, shell, screenings, wood, etc)	4.2	III	Spontaneously Combustible
UN1954	Compressed gas, flammable, n.o.s. (ISOBUTANE)	2.1		Flammable Gas
UN1760	Corrosive Liquid, n.o.s. (Phosphoric acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Phosphoric Acid, Oxalic Acid, Hydrofluoric Acid)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hydroxide, Sodium Metasilicate)	8	II	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Hypochlorite)	8	III	Corrosive
UN1760	Corrosive Liquid, n.o.s. (Sodium Metasilicate, 2-Butoxyethanol)	8	III	Corrosive
UN3266	Corrosive Liquids, basic, inorganic, n.o.s. (Sodium Hydroxide, sodium Silicate)	8	II	Corrosive
UN1759	Corrosive Solid, n.o.s. (Calcium Hydroxide)	8	III	Corrosive
UN1759	Corrosive Solid, n.o.s. (sodium dichloroisocyanurate)	8	II	Corrosive
UN1987	Alcohols, n.o.s. (Denatured Alcohol)	3	II	Flammable Liquid
UN1593	Dichloromethane	6.1	III	Toxic
UN1170	Ethanol	3	II	Flammable Liquid
UN1044	Fire Extinguishers	2.2		Non-Flammable Gas
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid

UN1993	Flammable Liquid, n.o.s (Ethanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-AMINO-2-METHYL-1-PROPANAL)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (2-butoxyethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, HEXANES)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Acetone, Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (ACETONE, ISOPROPYL ALCOHOL)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Aminomethylpropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Diesel Fuel)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Isopropanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Alcohol, Isopropyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Ethyl Ester)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Fragrance Oil)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Heavy Naphtha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isoparaffinic Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropanol, Hydrocarbons)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Isopropyl Alcohol)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Naptholene)	3	III	Flammable Liquid

UN1993	Flammable Liquid, n.o.s. (Kerosene, Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Kerosene, Xylene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Acetone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methanol, Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Alcohol, Hexane)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Methyl Ethyl Ketone)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparaffinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (N,N-Dimethyl-M-Toluamide)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha solvents)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Naptha, Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Napthalene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Odorless Mineral Spirits)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Distillates, Turpentine)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Naphtha Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Petroleum Solvent)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (SD Alcohol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Stoddard Solvent)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Toluene, Methanol)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (trade secret)	3	III	Flammable Liquid

UN1993	Flammable Liquid, n.o.s. (Xylene)	3	II	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Kerosene)	3	III	Flammable Liquid
UN1993	Flammable Liquid, n.o.s. (Xylene, Methanol)	3	III	Flammable Liquid
UN3178	Flammable Solid, Inorganic, n.o.s. (Isoparaffinic Hydrocarbon Solvents)	4.1	III	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (sulphur)	4.1	II	Flammable Solid
UN3178	Flammable Solid, Inorganic, n.o.s. (Naptha, Petroleum Hydrocarbons)	4.1	III	Flammable Solid
UN1791	Hypochlorite Solution	8	III	Corrosive
UN1219	Isopropanol	3	II	Flammable Liquid
UN1057	Lighters	2.1		Flammable Gas
UN3163	Liquefied gas, n.o.s.	2.2		Non-flammable gas
UN1944	Matches, safety (book, card, or strike on box)	4.1	III	Flammable Solid
UN1993	Flammable Liquid, n.o.s. (Alcohol)	3	III	Flammable Liquid
UN1479	Oxidizing Substance, Solid, n.o.s. (bromochloro-5,5-dimethylhydantoin)	5.1	II	Oxidizer
UN1072	Oxygen, Compressed	2.2/5.1		Non-flammable gas/oxidizer
UN1263	Paint	3	III	Flammable Liquid
UN1263	Paint Related Material	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (KEROSENE)	3	III	Flammable Liquid
UN1268	Petroleum Distillates n.o.s. (Naphtha Solvent)	3	III	Flammable Liquid
UN1268	Petroleum Distillates, n.o.s. (Mineral Spirits)	3	III	Flammable Liquid
UN1075	Petroleum Gases, Liquefied	2.1		Flammable Gas
UN1268	Petroleum Products, n.o.s (Kerosene, Petroleum Naptha)	3	III	Flammable Liquid
UN1805	Phosphoric Acid, Liquid	8	III	Corrosive
UN1978	Propane	2.1		Flammable Gas
UN1866	Resin Solution	3	II	Flammable Liquid
UN1299	Turpentine	3	III	Flammable Liquid
UN1306	Wood Preservatives, Liquid	3	III	Flammable Liquid

ATTACHMENT 3

The table below identifies the Proper Shipping Names and UN numbers for hazardous cargo/dangerous goods in limited quantities and Hazardous Material routinely shipped by the Velocity Management Program.

UN #	Shipping Name	HAZ Class
0349	ARTICLES, EXPLOSIVE,N.O.S.	1.4S
0453	ROCKETS, LINE-THROWING	1.4G
0454	IGNITERS	1.4S
0456	DETONATORS, ELECTRICFOR BLASTING	1.4S
1001	ACETYLENE, DISSOLVED	2.1
1002	AIR COMPRESSED NON - FLAMMABLE GAS	2.2
1005	AMMONIA, ANHYDROUS	2.3
1006	ARGON, COMPRESSED	2.2
1008	BORON TRIFLUORIDE, COMPRESSED	2.3
1009	BROMOTRIFLUOROMETHANE {OR} REFRIGERANT GAS, R 13B1	2.2
1010	AMMONIA, ANHYDROUS	2.1
1011	BUTANE [SEE ALSO] PETROLEUM GASES, LIQUE	2.1
1013	CARBON DIOXIDE	2.2
1014	CARBON DIOXIDE AND OXYGEN MIXTURES, COMPRESSED	2.2
1016	CARBON MONOXIDE, COMPRESSED	2.3
1017	CHLORINE	2.3
1018	CHLORODIFLOROMETHANE	2.2
1020	CHLOROPENTAFLUOROETHANE, R115	2.2
1021	CHLOROTETRAFLUOROETHANE, R124	2.2
1028	NON FLAMMABLE GAS DI-CHLORO- FLOUROMETHANE-REFRIGERANT GAS R	2.2
1030	1,1-DIFLUOROETHANE {OR} REFRIGENT GAS, R 152A	2.1
1033	DIMETHYL ETHER	2,1
1035	ETHANE	2.1
1036	ETHYLAMINE	2.1
1037	ETHYL CHLORIDE	2.1
1040	ETHYLENE OXIDE WITH NITROGEN	2.3
1046	HELIUM, COMPRESSED	2.2
1049	METAL HYDRIDES, WATERREACTIVE, N.O.S.	2.1
1057	LIGHTERS, CIGARETTES, CONTAINING FLAMMABLE GAS	2.1
1058	LIQUEFIED GASES, NON-FLAMMABLE CHARGED WITH NITROGEN, CARBON DIOXIDE OR AIR	2.2
1060	METHYLACETYLENE AND PROPADIENE MIXTURES	2.1
1063	METHYL CHLORIDE [OR] REFRIGERANT GAS R 4	2.1

1066	NITROGEN, COMPRESSED	2.2
1070	NITROUS OXIDE	2.2
1072	OXYGEN, COMPRESSED	2.2
1073	OXYGEN, REFRIGERATED LIQUID (CRYOGENIC L	2.2
1075	PETROLEUM GASSES, LIQUIFIED	2.1
1077	PROPYLENE [SEE ALSO] PETROLEUM GASES, LI	2.1
1078	REFRIGERANT GASES, N.O.S.	2.2
1079	SULFUR DIOXIDE	2.3
1080	SULPHUR HEXAFLURIDE	2.2
1090	ACETONE	3
1090	ACETONE	3
1098	ALLYL ALCOHOL	6.1
1099	ALLYL BROMIDE	3
1104	AMYL ACETATES	3
1105	AMYL ALCOHOLS	3
1111	AMYL MERCAPTANS	3
1113	AMYL NITRITES	3
1113	AMYL NITRITES	3
1114	BENZENE	3
1120	BUTANOLS	3
1123	BUTYL ACETATES	3
1130	CAMPOR OIL	3
1131	CARBON BUSULFIDE	3
1133	ADHESIVES, CONTAININGA FLAMMABLE LIQUID	3
1133	ADHESIVES, CONTAININGA FLAMMABLE LIQUID	3
1133	ADHESIVES, CONTAININGA FLAMMABLE LIQUID	3
1139	COATING SOLUTION	3
1145	CYCLOHEXANE	3
1148	DIACETONE ALCOHOL	3
1150	DICHLOROETHYLENE	3
1153	ETHYLENE GLYCOL DIETHYL ETHER	3
1155	DIETHYL ETHER	3
1170	ETHANOL	3
1171	ETHYLENE GLYCOL MONOETHYL ETHER	3
1172	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE	3
1173	ETHYL ACETATE	3
1184	ETHYLENE DICHLORIDE	3
1185	ETHYLENEIMINE, INHIBITED	6.1
1188	ETHYLENE GLYCOL MONOMETHYL ETHER	3
1189	ETHYLENE GLYCOL MONOETHYL ETHER ACETATE	3
1193	ETHYL METHYL KETONE	3
1198	FORMALDEHYD, SOLUTIONS, FLAMMABLE	3
1201	FUSE OIL	3
1202	GAS OIL	3
1206	HEPTANES	3
1208	HEXANES	3
1210	PRINTING INK FLAMMABLE	3
1212	ISOBUTYL ALCOHOL	3
1219	ISOPROPANOL	3

1220	ISOPROPYLACETATE	3
1223	KEROSENE	3
1224	KETONES LIQUID N.O.S.	3
1230	METHANOL	3
1237	METHYL BUTYRATE	3
1245	METHYL ISOBUTYL KETONE	3
1247	METHYL METHACRYLATE MONOMER, INHIBITED	3
1249	METHYL PROPYLKETONE	3
1250	METHYLTRICHLOROSILANE	3
1255	NAPHTHA, PETROLEUM	3
1256	NAPHTHA, SOLVENT	3
1261	NITROMETHANE	3
1262	OCTANES	3
1263	PAINT INCLUDING PAINT, LACQUER ENAMEL, S	3
1265	PENTANES	3
1268	PETROLEUM DISTILLATES, N.O.S.	3
1270	PETROLEUM OIL	3
1271	PETROLEUM SPIRIT	3
1274	N-PROPANOL	3
1282	PYRIDINE	3
1293	TINCTURES, MEDICINAL	3
1294	TOLUENE	3
1296	TRIMETHYLAMINE	3
1299	TURPENTINE	3
1300	TURPENTINE SUBSTITUTE	3
1307	XYLENES	3
1309	ALUMINUM POWDER COATED	4.1
1318	COBALT RESINATE, PRECIPITATED	4.1
1323	FERROCERIUM	4.1
1325	FLAMMABLE SOLIDS, ORGANIC, N.O.S.	4.1
1328	HEXAMETHYLENETETRAMINE	4.1
1331	MATCHES, STRIKE ANYWHERE	4.1
1332	METALDEHYDE	4.1
1334	NAPHTHALENE, CRUDE	4.1
1338	PHOSPHORUS, AMORPHOUS	4.1
1346	SILICON POWDER, AMORPHOUS	4.1
1350	SULFUR	9
1361	CARBON, ANIMAL OR VEGETABLE ORIGIN	4.2
1362	CARBON, ACTIVATED	4.2
1373	VEGETABLE WITH ANIMAL OR VEGETABLE OIL	4.2
1378	METAL CATALYST, WETTED WITH A VISIBLE EX	4.2
1379	PAPER, UNSATURATED OIL TREATED INCOMPLETELY DRIED (INCLUDING CARBON PAPER)	4.2
1383	PYROPHORIC METALS, N.O.S.	4.2
1384	SODIUM DITHIONITE	4.2
1393	ALKALINE EARTH METAL ALLOYS, N.O.S.	4.3
1396	ALUMINUM, POWDER, UNCOATED	4.3
1397	ALUMINUM PHOSPHIDE	4.3

1398	ALUMINUM SILICON POWDER, UNCOATED	4.3
1401	CALCIUM	4.3
1402	CALCIUM CARBIDE	4.3
1404	CALCIUM HYDRIDE	4.3
1407	CESIUM	4.3
1410	LITHIUM ALUMINUM HYDRIDE	4.3
1415	LITHIUM	4.3
1421	ALKALI METAL ALLOYS, LIQUID, N.O.S.	4.3
1423	RUBIDIUM	4.3
1426	SODIUM BOROHYDRIDE	4.3
1428	SODIUM	4.3
1436	ZINC POWDER	4.3
1438	ALLUMINUM NITRATE	5.1
1439	AMMONIUM DICHROMATE	5.1
1444	AMMONIUM PERSULFATE	5.1
1446	BARIUM NITRATE	5.1
1454	CALCIUM NITRATE	5.1
1458	CHLORATE AND BORATE MIXTURES	5.1
1463	CHROMIC ACID, SOLID	5.1
1466	FERRIC NITRATE	5.1
1469	LEAD NITRATE	5.1
1474	MAGNESIUM NITRATE	5.1
1477	NITRATES, INORGANIC, N.O.S.	5.1
1482	PERMANGANATES, INORGANIC, N.O.S.	5.1
1485	POTASSIUM CHLORATE	5.1
1486	POTASSIUM NITRATE	5.1
1488	POTASSIUM NITRITE	5.1
1489	POTASSIUM PERCHLORATE, SOLUTION	5.1
1490	POTASSIUM PERMANGANATE	5.1
1491	POTASSIUM PEROXIDE	5.1
1492	POTASSIUM PERSULFATE	5.1
1493	SILVER NITRATE	5.1
1494	SODIUM BROMATE	5.1
1495	SODIUM CHLORATE	5.1
1498	SODIUM NITRATE	5.1
1500	SODIUM NITRIDE	5.1
1505	SODIUM PERSULFATE	5.1
1507	STRONTIUM NITRATE	5.1
1514	ZINC NITRATE	5.1
1516	ZINC PEROXIDE	5.1
1517	ZIRCONIUM PICRAMATE, WETTED, WITH NOT LE	4.1
1547	ANILINE	6.1
1551	ANTIMONY POTASSIUM TARTRATE	6.1
1564	BARIUM COMPOUNDS N.O.S.	6.1
1565	BARIUM CYANIDE	6.1
1566	BERYLLIUM COMPOUNDS, N.O.S.	6.1
1575	CALCIUM CYANIDE	6.1
1587	COPPER CYANIDE	6.1
1591	O-DICHLOROBENZENE	6.1

1592	P-DICHLOROBENZENE	6.1
1593	DICHLOROMETHANE	6.1
1604	ETHYLENEDIAMINE	8
1610	HALOGENATED IRRITATING LIQUIDS, N.O.S.	6.1
1616	LEAD ACETATE	6.1
1623	MERCURIC ARSENATE	6.1
1624	MERCURIC CHLORIDE	6.1
1625	MERCURIC NITRATE	6.1
1627	MERCUROUS NITRATE	6.1
1637	MERCURY GLUCONATE	6.1
1638	MERCURY IODIDE	6.1
1640	MERCURY OLEATE	6.1
1663	NITROPHENOLS (O-;M-;P-;)	6.1
1670	PERCHLOROMETHYL MERCAPTAN	6.1
1671	PHENOL, SOLID	6.1
1673	PHENYLENEDIAMINES (O-;M-;P-;)	6.1
1680	POTASSIUM CYANIDE	6.1
1683	SILVER ACETYLIDE (DRY)	6.1
1684	SILVER CYANIDE	6.1
1687	SODIUM AZIDE	6.1
1689	SODIUM CYANIDE	6.1
1690	SODIUM FLUORIDE	6.1
1693	TEAR GAS DEVICES WITHMORE THAN 2% TEAR GASSUBSTANCES, BY MASS	6.1
1698	DIPHENYLAMINE CHLOROARSINE	6.1
1707	THALLIUM COMPOUNDS, N.O.S.	6.1
1708	TOLUIDINES LIQUID	6.1
1710	TRICHLOROETHYLENE	6.1
1715	ACETIC ANHYDRIDE	8
1718	BUTYL ACID PHOSPHATE	8
1719	CAUSTIC ALKALI LIQUIDS, N.O.S.	8
1727	AMMONIUM HYDROGENDIFLUORIDE, SOLID	8
1730	ANTIMONY PENTACHLORIDE, LIQUID	8
1740	HYDROGENDIFLUORIDES,N.O.S. SOLID	8
1744	BROMINE	8
1751	CHLOROACETIC ACID, SOLID	6.1
1755	CHROMIC ACID SOLUTION	8
1759	CORROSIVE SOLIDS N.O.S.	8
1760	CHEMICAL KIT	8
1761	CUPRIETHYLENEDIAMINESOLUTION	8
1764	DICHLOROACETIC ACID	8
1765	DICHLOROACETYL CHLORIDE	8
1773	FERRIC CHLORIDE, ANHYDROUS	8
1774	FIRE EXTINGUISHER CHARGES, CORROSIVE LIQUID	8
1775	FLUOROBORIC ACID	8
1778	FLUOROSILICIC ACID	8
1779	FORMIC ACID	8
1789	HYDROCHLORIC ACID, SOLUTION	8

1790	HYDROFLUORIC ACID, SOLUTION, WITH MORE T	8
1791	NITROHYDROCHLORIC ACID	8
1798	PERCHLORIC ACID WITH NOT MORE THAN 50% ACID, BY MASS	8
1802	PHOSPHORIC ACID	8
1805	PHOSPHORUS TRICHLORIDE	8
1809	POTASSIUM FLUORIDE	6.1
1812	POTASSIUM HYDROXIDE, SOLID	6.1
1813	POTASSIUM HYDROXIDE, SOLUTION	8
1814	PROPIONYL CHLORIDE	8
1815	PROPYTRICHLOROSILANE	3
1821	SODIUM HYDROXIDE SOLID	8
1823	SODIUM HYDROXIDE SOLUTION	8
1824	STANNIC CHLORIDE, ANHYDROUS	8
1827	SULFURIC ACID WITH MORE THAN 51% ACID	8
1830	SULFURIC ACID, FUMINGWITH LESS THAN 30% FREE SULFUR TRIOXIDE	8
1831	TRICHLOROACETIC ACID	8
1839	ZINC CHLORIDE SOLUTION	8
1840	CARBON DIOXIDE, SOLID	8
1848	PROPIONIC ACID	8
1849	SODIUM SULFIDE, HYDRATED WITH NOT LESS THAN 30% WATER	8
1851	MEDICINE, LIQUID TOXIC, N.O.S.	6.1
1854	BARIUM ALLOYS, PYRO-PHORIC	4.2
1863	FUEL, AVIATION TURBINE ENGINE	3
1866	RESIN SOLUTION, FLAMMABLE	3
1869	MAGNESIUM WITH MORE THAN 50% MAGNESIUM I	4.1
1870	POTASSIUM BOROHYDRIDE	4.3
1872	LEAD DIOXIDE	5.1
1873	PERCHLORIC ACID W/MORE THAN 50% BUT NOT	5.1
1887	BROMOCHLOROMETHANE	6.1
1888	CHLOROFORM	6.1
1894	PHENYLMERCURIC HYDROXIDE	6.1
1897	TETRACHLOROETHYLENE	6.1
1898	ACETYL IODIDE	8
1903	DISINFECTANTS, LIQUID, CORROSIVE N.O.S.	8
1907	SODA LIME W/MORE THAN4% SODIUM HYDROXIDE	8
1910	CALCIUM OXIDE	8
1915	CYCLOHEXANONE	3
1935	CYANIDE SOLUTIONS, N.O.S.	6.1
1941	DIBROMODIFLUOROMETHANE, R12B2	9
1942	AMMONIUM NITRATE, WITH NOT MORE THAN 0.2% OF, COMBUSTIBLE SU	5.1
1944	MATCHES SAFETY (BOOK, CARD OR STRIKE ON BOX)	4.1
1950	AEROSOLS, CORROSIVE, (EACH NOT EXCEEDING 1 L CAPACITY)	2.2
1954	COMPRESSED GAS, FLAMMABLE, N.O.S.	2.1
1956	COMPRESSED GASES, N.O.S.	2.2

1958	1,2-DICHLORO-1,1,2,2-TETRAFLUOROETHANE {OR} REFRIGERANT GAS,	2.2
1960	ENGINE STARTING FLUID, WITH FLAMMABLE GAS	2.1
1968	INSECTICIDE GASES, N.O.S.	2.2
1971	METHANE, COMPRESSED (WITH HIGH METHANE C	2.1
1973	CHLORODIFLUOROMETHANE AND CHLOROPENTAFLUOROPENTAFLUOROETHANE MIXTURE	2.2
1974	CHLORODIFLUOROBROMOMETHANE {OR} REFRIGERANT GAS, R 12B1	2.2
1977	NITROGEN, REFRIGERATED LIQUID	2.2
1978	PROPANE, PROPANE MIXTURE	2.1
1984	TRIFLUOROMETHANE	2.2
1986	ALCOHOLS, Flammable, TOXIC N.O.S.	3, 6.1
1987	ALCOHOLS, NOS	3
1988	ALDEHYDES, TOXIC N.O.S	3, 6.1
1992	FLAMMABLE LIQUIDS, TOXIC, N.O.S.	3, 6.1
1993	COMPOUNDS, CLEANING LIQUID	3
1994	IRON PENTACARBONYL	6.1, 3
1999	ASPHALT, AT OR ABOVE FLASHPOINT	6.1
2006	PLASTICS, NITROCELLULOSE-BASED, SELF-HEA	4.2
2014	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS W/MORE THAN 10% BUT NOT 60%	5.1, 8
2017	AMMUNITION, TEAR-PRODUCING, NON-EXPLOSIV	6.1
2022	CRESYLIC ACID	6.1
2023	EPICHLOROHYDRIN	6.1
2024	MERCURY COMPOUNDS, LIQUID, N.O.S.	6.1
2027	SODIUM ARSENITE, SOLID	6.1
2029	HYDRAZINE, ANHYDROUS	8, 3, 6.1
2030	HYDRAZINE HYDRATE WITHNOT LESS THAN 37% BUTNOT MORE THAN 64% HYDRAZINE, BY MASS	8, 6.1
2031	NITRIC ACID OTHER THAN RED FUMING, WITH	8, 5.1
2032	NITRIC ACID, RED FUMING	8, 5.1, 6.1
2035	1,1,1-TRIFLUOROETHANE, COMPRESSED R143a	2.1
2037	RECEPTACLES, SMALL CONTAINING GAS	2
2051	2-DIMETHYLAMINOETHONAL	8
2053	METHYL ISOBUTYL CARBINOL	3
2054	MORPHOLINE	8, 3
2055	STYRENE MONOMER, Stabilized	3
2056	TETRAHYDROFURAN	3
2059	NITROCELLULOSE, SOLUTION, FLAMMABLE WITH	3
2067	AMMONIUM NITRATE - FERTILIZERS	5.1
2068	AMMONIUM NITRATE MIXED FERTILIZERS	5.1
2069	AMMONIUM NITRATE FERTILIZERS	5.1
2073	AMMONIA SOLUTIONS, [RELATIVE DENSITY LES	2.2
2076	CRESOLS	6.1, 8
2078	TOLUENE DIISOCYANATE	6.1
2179	DIETHYLENETRIAMINE	8
2186	HYDROGEN CHLORIDE, REFRIGERATED LIQUID	2.3, 8
2187	CARBON DIOXIDE, REFRIGERATED LIQUID	2.2

2193	HEXAFLUOROETHANE, COMPRESSED {OR} REFRIGERANT GAS, R 116	2.2
2201	NITROUS OXIDE, REFRIGERATED LIQUID	2.2
2205	ADIPONITRILE	6.1
2206	ISOCYANATES NOS, OR ISOCYANATE SOLUTIONS NOS, FLASHPOINT MORE THAN 61 DEGREES C	6.1
2207	ISOCYANATES, LIQUID OR SOLID, N.O.S. OR ISOCYANATE SOLUTIONS, N.O.S. BOILING PT	6.1
2208	CALCIUM HYPOCHLORITE MIXTURES, DRY, W/MORE THAN 10% BUT NOT MO	5.1
2209	FORMALDEHYDE,SOLUTIONS,WITH NOT LESS THAN 25% FORMALDEHYDE	8

2211	POLYMERIC BEADS, EXPANDABLEEXPANDABLE, EVOLVING FLAMMABLE VAPOR	9
2213	PARAFORMALDEHYDE	4.1
215	MALEIC ANHYDRIDE	8
2218	ACRYLIC ACID INHIBITED	8
2238	CHLOROTOLUENES	3
2240	CHROMOSULFURIC ACID	6.1
2256	CYCLOHEXENE	3
2259	TRIETHYLENETETRAMINE	8
2265	N,N-DIMETHYLFORMAMIDE	3
2275	2-ETHYLBUTANOL	3
2277	ETHYL METHACRYLATE,	3
2278	N-HEPTENE	3
2283	ISOBUTYL METHACRYLATE, INHIBITED	3
2309	OCTADIENE	3
2335	ALLYL ETHYL ETHER	3
2342	BROMOETHYLPROPANES	3
2354	CHLOROMETHYL ETHYL ETHER	3
2357	CYCLOHEXYLAMINE	8
2369	ETHYLENE GLYCOL MONOBUTYL EHTER	6.1
2401	PIPERIDINE	8
2419	BROMOTRIFLUOROETHYLENE	2.1
2422	OCTAFLUOROBUT-2-ENE	2.2
2440	STANNIC CHLORIDE, PENTAHYDRATE	8
2464	BERYLLIUM NITRATE	5.1
2465	DICHLOROISOCYANURIC ACID, DRY	5.1
2466	POTASSIUM SUPEROXIDE	5.1
2489	DIPHENYLMETHANE-4,4'DIISOCYANATE	6.1
2490	DICHLOROISOPROPYL ETHER	6.1
2491	ETHANOLAMINE	8
2504	TETRABROMOETHANE	6.1
2506	AMMONIUM HYDROGEN SULFATE	8
2530	ISOBUTYRIC ANHYDRIDE	3
2531	METHACRYLIC ACID, INHIBITED	8
2550	SODIUM SUPEROXIDE	5.1
2553	NAPHTHA	3
2555	NITROCELLULOSE WITH WATER WITH NOT LESS	4.1
2557	NITROCELLULOSE, W/NOTMORE THAN 12.6% NIT	4.1
2564	TRICHLOROACETIC ACID,SOLUTION	8
2570	CADMIUM COMPOUNDS	6.1
2581	ALUMINUM CHLORIDE, SOLUTION	8
2582	FERRIC CHLORIDE, SOLUTION	8
2586	ALKYL SULFONIC ACIDS, LIQUID, WITH NOT MORE THAN 5% FREE SULF	8
2588	PESTICIDES, SOLID, TOXIC, N.O.S.	6.1
2590	WHITE ASBESTOS (CHRYSTILE, ACTINOLITE,	9
2602	DICHLORODIFLUOROMETHANE AND DIFLUOROETHANE AZEROTROPIC MIXTURE	2.2
2652	NITRITES, INORGANIC, N.O.S.	5.1
2662	HYDROQUIONE	6.1

2672	AMMONIA SOLUTIONS, RELATIVE DENSITY BETWEEN 0.880 & 0.957 @ 1	8
2679	LITHIUM HYDROXIDE, SOLUTION	8
2680	LITHIUM HYDROXIDE, MONOHYDRATE	8
2674	SODIUM FLUOROSILICATE	6.1
2683	AMMONIUM SULFIDE SOLUTION	8
2684	DIETHYLAMINOPROPYLAMINE	3
2687	DICYCLOHEXYLAMMONIUMNITRITE	4.1
2695	BISULFITES, AQUEOUS SOLUTIONS, N.O.S.	8
2708	BUTOXYL	3
2709	BUTYL BENZENES	3
2710	DIPROPYL KETONE	3
2717	CAMPHOR, SYNTHETIC	4.1
2722	LITHIUM NITRATE	5.1
2724	MANGANESE NITRATE	5.1
2725	NICKEL NITRATE	5.1
2729	HEXACHLOROBENZENE	6.1
2734	AMINES, LIQUID, CORROSIVE, FLAMMABLE, N.	8
2735	AMINES, LIQUID, CORROSIVE, N.O.S.	8
2754	N-ETHYLTOLUIDINES	6.1
2757	CARBAMATE PESTICIDES, SOLID, TOXIC	6.1
2761	ORGANOCHLORINE PESTICIDES, SOLID TOXIC	6.1
2777	MERCURY BASED PESTICIDES, SOLID, TOXIC	6.1
2781	BIPYRIDILIUM PESTICIDES, SOLID, TOXIC	6.1
2783	METHYL PARATHION SOLID	6.1
2784	ORGANOPHOSPHORUS PESTICIDES, LIQUID, FLAMMABLE, TOXIC, FLASH	3
2788	ORGANOTIN COMPOUNDS,LIQUID, N.O.S.	6.1
2789	ACETIC ACID, GLACIAL,WITH MORE THAN 80 %	8
2790	ACETIC ACID SOLUTION WITH MORE THAN 10% BUT NOT MORE THAN 8	8
2794	BATTERIES WET FILLED WITH ACID, ELECTRIC STORAGE	8
2795	BATTERIES, WET, FILLED WITH ALKALI, ELECTRIC STORAGE	8
2796	BATTERY FLUID, ACID	8
2797	BATTERY FLUID, ALKALI	8
2798	PHENYL PHOSPHOROUS DICHLORIDE	8
2800	BATTERIES, WET, NON-SPILLABLE, ELECTRIC STORAGE	8
2801	DYES, LIQUID CORROSIVE N.O.S.	8
2802	COPPER CHLORIDE	8
2809	MERCURY	8
2810	COMPOUNDS TREE KILLING, LIQUID	6.1
2811	SELENIUM OXIDE	6.1
2813	WATER-REACTIVE SOLID, N.O.S.	4.3
2815	N-AMINOETHYLPIPERAZINE	8
2820	BUTYRIC ACID	8
2821	PHENOL SOLUTIONS	6.1
2831	1,1,1-TRICHLOROETHANE	6.1

2834	PHOSPHOROUS ACID	8
2842	NITROETHANE	3
2857	REFRIGERATING MACHINES, {CONTAINING NON- FLAMMABLE, NONTOXIC	2.2
2865	HYDROXYLAMINE SULFATE	8
2902	PESTICIDES, LIQUID, TOXIC, N.O.S.	6.1
2903	PESTICIDES, LIQUID, TOXIC, FLAMMABLE, N.O.S. FLASHPOINT NOT	6.1
2910	RADIOACTIVE MATERIAL,EXCEPTED PACKAGE-IN	7
2911	RADIOACTIVE MATERIAL,EXCEPTED PACKAGE-IN	7
2912	RADIOACTIVE MATERIAL,LOW SPECIFIC ACTIVI	7
2920	CORROSIVE LIQUIDS, FLAMMABLE, N.O.S.	8
2921	CORROSIVE SOLIDS, FLAMMABLE, N.O.S.	8
2922	CORROSIVE LIQUIDS, TOXIC, N.O.S.	8
2923	CORROSIVE SOLIDS TOXIC, N.O.S.	8
2924	FLAMMABLE LIQUIDS, CORROSIVE, N.O.S.	4.1
2925	FLAMMABLE SOLIDS, CORROSIVE, ORGANIC, N.	4.1
2926	FLAMMABLE SOLIDS TOXIC, ORGANIC, N.O.S.	4.1
2927	TOXIC LIQUIDS, CORROSIVE, ORGANIC, N.O.S	6.1
2928	TOXIC SOLIDS CORROSIVE, ORGANIC, N.O.S.	6.1
2929	TOXIC LIQUIDS, FLAMMABLE, ORGANIC, N.O.S	6.1
2967	SULFAMIC ACID	8
2974	RADIOACTIVE MATERIAL SPECIAL FORM NOS	7
2982	RADIOACTIVE MATERIAL SPECIAL FORM NOS	7
2984	HYDROGEN PEROXIDE, AQUEOUS SOLUTIONS WIT	5.1
2987	CHLOROSILANES, CORROSIVE, N.O.S.	8
2990	LIFE-SAVING APPLIANCES, SELF INFLATING	9
2991	CARBAMATE PESTICIDES,LIQUID TOXIC FLAMMABLE, FLASHPOINT NOT LESSTHAN 23 DEGREES C	6.1
2992	CARBAMATE PESTICIDES, LIQUID, TOXIC	6.1
2995	ORGANOCHLORINE PESTICIDES, LIQUID TOXIC FLAMMABLE, FLASHPOINT NOTLESS THAN 23 DEGREE	6.1
2996	ORGANOCHLORINE PESTICIDES, LIQUID, TOXIC	6.1
3016	BIPYRIDILIUM PESTICIDES, LIQUID, TOXIC	6.1
3017	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC, FLAMMABLE, FLASHPOINT	6.1
3018	ORGANOPHOSPHORUS PESTICIDES, LIQUID, TOXIC	6.1
3028	BATTERIES, DRY, CONTAINING POTASSIUM HYDROXIDE SOLID, ELECTR	8
3048	ALUMINUM PHOSPHIDE PESTICIDES	6.1
3066	PAINT	8
3072	LIFE-SAVING APPLIANCES, NOT SELF INFLATING (CONTAINING DANAGE	9
3077	ENVIRONMENTALLY HAZARDOUS SUBSTANCES, SOLID, N.O.S.	9
3080	ISOCYANATES, TOXIC, FLAMMABLE, N.O.S., F	6.1
3082	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (OTTO FUE	9
3084	CORROSIVE SOLIDS, OXIDIZING, N.O.S.	8

3085	OXIDIZING SOLID, CORROSIVE, N.O.S.	5.1
3086	TOXIC SOLIDS OXIDIZING, N.O.S.	6.1
3087	OXIDIZING SOLID, TOXIC, N.O.S.	5.1
3088	SELF-HEATING, SOLID,ORGANIC, N.O.S.	4.2
3089	METAL POWDERS, FLAMMABLE, N.O.S.	4.1
3090	LITHIUM BATTERY	9
3091	LITHIUM BATTERIES, CONTAINED IN EQUIPMENT	9
3098	OXIDIZING LIQUID, CORROSIVE, N.O.S.	5.1
3099	OXIDIZING LIQUID TOXIC, N.O.S.	5.1
3101	ORGANIC PEROXIDE TYPEB, LIQUID	5.2
3105	ORGANIC PEROXIDE TYPED, LIQUID	5.2
3107	ORGANIC PEROXIDE TYPEE, LIQUID	5.2
3108	ORGANIC PEROXIDE TYPEE, SOLID	5.2
3109	ORGANIC PEROXIDE TYPEF, LIQUID	5.2
3135	WATER-REACTIVE SOLID,SELF-HEATING, N.O.S.	4.3
3138	ETHYLENE, ACETYLENE AND PROPYLENE MIXTUR	2.1
3139	OXIDIZING LIQUID N.O.S.	5.1
3154	PERFLUOROETHYL VINYL ETHER	2.1
3156	COMPRESSED GAS, OXIDIZING, N.O.S.	2.2
3158	GAS, REFRIGERATED LIQUID, N.O.S. [CRYOGE	2.2
3159	1,1,1,2-TETRAFLUOROETHANE	2.2
3161	LIQUEFIED GAS, FLAMMABLE, N.O.S.	2.1
3163	LIQUIFIED GAS,N.O.S	2.2
3164	Articles, pressurized pneumatic [or] Hydraulic [containing non-flammable	2.2
3166	ENGINE, INTERNAL, COMBUSTION	9
3171	BATTERY-POWERED VEHICLES (OR) BATTERY- POWERED EQUIPMENT	9
3178	FLAMMABLE SOLID, INORGANIC, N.O.S.	4.1
3179	FLAMMABLE SOLID, TOXIC, INORGANIC, N.O.S	4.1
3190	SELF-HEATING SOLID, INORGANIC, N.O.S.	4.2
3220	PENTAFLUOROETHANE [OR] REFRIGERANT GAS,	2.2
3247	SODIUM PEROXOBORATE,ANHYDROUS	5.1
3249	MEDICINE, SOLID, TOXIC, N.O.S.	6.1
3259	AMINES, SOLID, CORROSIVE, N.O.S.	8
3260	CORROSIVE SOLID ACIDIC, INORGANIC, N.O.S.	8
3261	CORROSIVE SOLID ACIDIC, ORGANIC, N.O.S.	8
3262	CORROSIVE SOLID, BASIC, INORGANIC, N.O.S.	8
3263	CORROSIVE SOLID, BASIC, ORGANIC, N.O.S.	8
3264	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.	8
3265	CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S.	8
3266	CORROSIVE LIQUID BASIC, INORGANIC, N.O.S.	8
3267	CORROSIVE LIQUID BASIC, ORGANIC, N.O.S.	8
3268	AIR BAG MODULES	9
3269	POLYESTER RESIN KIT	3
3269	POLYESTER RESIN KIT	3
3270	NITROCELLULOSE MEMBRANE FILTERS	4.1
3274	ALCOHOLATES SOLUTION,N.O.S., IN ALCOHOL	3
3274	ALCOHOLATES SOLUTION,N.O.S., IN ALCOHOL	3

3286	FLAMMABLE LIQUID TOXIC, CORROSIVE, N.O.S	3
3286	FLAMMABLE LIQUID TOXIC, CORROSIVE, N.O.S	3
3287	TOXIC LIQUID INORGANIC, N.O.S.	6.1
3288	TOXIC SOLID, INORGANIC, N.O.S.	6.1
3293	HYDRAZINE, AQUEOUS SOLUTION WITH NOT MOR	6.1
3296	HEPTAFLUOROPROPANE [OR] REFRIGERANT GAS	2.2
3297	ETHYLENE OXIDE AND CHLOROTECTRAFLUOROETH	2.2
3310	LIQUEFIED GAS, TOXIC, OXIDIZING, CORROSI	2.3
3316	CHEMICAL KITS	9
3334	AVIATION REGULATIED LIQUID, N.O.S.	9
3346	PHENOXYACETIC ACID DERIVATIVE PESTICIDE LIQUID, FLAMMABLE, TOXIC (FLASHPOINT LESS THAN 23 DEG. C}	3
3354	INSECTICIDE GASES, N.O.S., Flammable NOS	2.2
9183	OXYGEN GENERATOR, CHEMICAL	5.1
NA9191	CHLORINE DIOXIDE, HRYDRATE, FROZEN	5.1

ATTACHMENT 4

SEE ATTACHED DOCUMENT ON WEB NAMED "CITY REPORT BY LOCATIONS."

AAFES SCR Requirements

3/1/0111:26 AM

ATTACHMENT									
ROUTE/ZONE: West Coast to Japan									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	519	2078	20	5	W. Coast Dist. Cntr. Latrop, CA	6 x 20' dry 10 x 40' dry	L.A. S.F.B. Puglet	Misawa, Japan Tokyo, Japan Misawa, Japan Tokyo, Japan Misawa, Japan Tokyo, Japan	16 16 15 15 15 18
Reefer FEU	32	129	1.5	2	N/A		L.A. S.F.B. Puglet	Tokyo, Japan Tokyo, Japan Tokyo, Japan	16 15 18
ROUTE/ZONE: West Coast to Okinawa									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	1017	4067	39.5	10	W. Coast Dist. Cntr. Latrop, CA	6 x 20' dry 15 x 40' dry	L.A. L.A. S.F.B. S.F.B. Puglet	Kadena Naha Kadena Naha Kadena Naha	21 21 20 20 23 23
Reefer FEU	101	403	4	2	N/A		L.A. S.F.B. S.F.B. Puglet	Kadena Naha Kadena Naha	21 21 20 23

* Maximums established at double the estimated annual forecast.

[illegible]

ATTACHMENT 6

DECA SCR Requirements

3/1/0111:34 AM

ATTACHMENT									
ROUTE/ZONE: East Coast to North Europe and U.K.									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	2658.5	13308	128	32	MDV Norfolk	15-18 x 40' dry	Boston Boston Charleston Jacksonville Norfolk Baltimore Newark Charleston Jacksonville Norfolk Newark Jacksonville Norfolk	Germersheim Lakenheath Germersheim Germersheim Germersheim Germersheim Germersheim Lakenheath Lakenheath Lakenheath Lakenheath Kaiserslautern Kaiserslautern Lakenheath	23 27 23 24 22 22 20 27 28 26 24 24 22 26
Reefer FEU	872	4368	42.5	11	MDV Norfolk	15-18 x 40' reefer	Norfolk	Lakenheath	26
ROUTE/ZONE: Gulf Coast to North Europe									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	10	48	1	2	N/A		Houston	Germersheim	29
ROUTE/ZONE: North Europe to East Med									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	19	96	1	2	N/A		Karlsruhe	Cairo	18

* Maximums established at double the estimated annual volume.

DECA SCR Requirements

3/10/11 3:4 AM

ATTACHMENT									
ROUTE/ZONE: West Coast to Okinawa									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	740	3672	35.5	9	Coastal Pacific, Stockton, CA	5-8 x 40' dry	L.A. S.F.B.	Okinawa	20 19
Reefer FEU	292	1464	14.5	4	Coastal Pacific, Stockton, CA	5-8 x 40' reefer	Puget L.A. S.F.B.	Okinawa	22 20 19
ROUTE/ZONE: West Coast to Japan									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Zone	Destination	Days
Dry FEU	805	3876	37.5	10	Coastal Pacific, Stockton, CA	5-8 x 40' dry	L.A. Iwakuni L.A. Misawa	Yokohama Iwakuni Misawa	16 16 18
							Puget Misawa	Yokohama	18
							S.F.B. Iwakuni	Misawa	15
							S.F.B. Yokohama	Iwakuni	15
							S.F.B. Misawa	Iwakuni	16
Reefer FEU	433	1752	17	5	Coastal Pacific, Stockton, CA	5-8 x 40' reefer	S.F.B. Yokohama S.F.B. Iwakuni S.F.B. Misawa	Yokohama Iwakuni Misawa	15 15 16
ROUTE/ZONE: West Coast to Korea									
	MCC	Maximum	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Ports	Destination	Days
Dry FEU	571	2772	27	7	Coastal Pacific, Stockton, CA	5-8 x 40' dry	L.A. Puget L.A. Osan	Taegu Seoul Osan	22 24 22
							S.F.B. Taegu	Seoul	22
							S.F.B. Osan	Taegu	22
							S.F.B. Seoul	Taegu	22
							Puget Osan	Taegu	24
Reefer FEU	296	1488	14.5	4	Coastal Pacific, Stockton, CA	5-8 x 40' reefer	Puget L.A. S.F.B.	Seoul Taegu Osan Seoul	24 21 22 22

Maximums established at double the estimated annual volume.

ATTACHMENT 7

3/1/01 11:46 AM

DSCP SCR Requirements

ATTACHMENT									
ROUTE/ZONE: West Coast to Okinawa									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origin	Destination	Days
Dry FEU	54	216	2.5	2	N/A		Mt Vernon, WA	Naha	25
Reefer FEU	126	504	5.0	2	N/A		Puget Sound Z1	Naha	25
							Modesto	Naha	25
							Mt Vernon, WA	Naha	25
							Puget Sound Z1	Naha	25
							SF Bay Z2	Naha	25
							Arlington, WA	Naha	25
ROUTE/ZONE: West Coast to Korea									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origin	Destination	Days
Dry FEU	132	528	5.5	2	15155 Northam St	10 x 40' dry	LA County Z2	Pusan	24
Reefer FEU	234	936	9	3	LaMirada, CA		LA County Z2	Pusan	24
					15155 Northam St	10 x 40' reefer	SF Bay Z3	Pusan	24
					LaMirada, CA		SF Bay Z3	Pyongtaek	24
							SF Bay Z3	Ulsanbu	24
ROUTE/ZONE: West Coast to Japan									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origin	Destination	Days
Dry FEU	162	648	6.5	2	1604 Tillie Lewis Drive	5 x 40' dry	Stockton	Yokohama Z2	18
Reefer FEU	210	840	8.5	3	Stockton, CA		Stockton	Yokohama Z1	18
					1604 Tillie Lewis Drive	1 x 40' reefer	SF Bay Z2	Yokohama Z1	18
					Stockton, CA		SF Bay Z3	Yokohama Z1	18
					900 Marina Bay Pkwy	6 x 40' reefer			
					Richmond, CA				
ROUTE/ZONE: West Coast to Singapore									
	MCC	Maximum	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origin	Destination	Days
Dry FEU	18	72	1.0	2	N/A		Stockton	Singapore FFT	28
Reefer FEU	30	120	1.0	2	N/A		Stockton	Singapore FFT	28

* Maximums established at double the estimated forecast volume.

* Maximums established at double the estimated annual volume.

3/1/0111:46 AM

DSCP SCR Requirements

ATTACHMENT									
ROUTE/ZONE: East Coast to West Med									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origins	Destination	Days
Dry FEU	102	408	4	2	33239 Coston Rd	N/A	Pokomoke City, MD	Alicante, Spain	17
Reefer FEU	120	480	5	2	33239 Coston Rd	N/A	Pokomoke City, MD	Alicante, Spain	25
					Pokomoke City, MD	6 X 40' reefer	Pokomoke City, MD	Cesena, Italy	17
					Pokomoke City, MD	6 X 40' reefer	Pokomoke City, MD	Cesena, Italy	25
ROUTE/ZONE: East Coast to Adriatic									
	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40'	Transit Origins	Destination	Days
Dry FEU	152	624	6	2	33239 Coston Rd	6 x 40' dry	Pokomoke City, MD	Skopje, Macedonia	24
Reefer FEU	204	816	8	2	33239 Coston Rd	6 x 40' reefer	Pokomoke City, MD	Skopje, Macedonia	24
Dry FEU	117	468	4.5	2	107 Avenue B	3 x 40' dry	Alexandria, IN	Petrinja, Croatia	27
Reefer FEU	108	432	4.5	2	107 Avenue B	5 x 40' reefer	Chicago, IL		28
					Valdosta, GA		Atlanta, GA		26
					Valdosta, GA		Dennison, IA		29
							Flemington, NJ		26
							Forest Park, GA		26
							Johnson City, TN		26
							Lexington, NE		30
							Louisville, KY		27
							Mantel, OH		27
							Mechanicsburg, PA		26
							Russelville, AR		29
							Savannah, GA		26
							Valdosta, GA		24

*Maximums established at double the estimated annual volume.

ATTACHMENT 8

3/1/0111:52 AM

VM SCR Requirements

ATTACHMENT									
ROUTE/ZONE: West Coast to Japan									
Dry FEU	Weekly Space Commitment		Additional	Container Pools		Transit	Days		
	MCC	Maximum*		Location	20'/40'		Ports	Destination	Days
	415	2200	15	DD San Joaquin, CA	25 x 40' dry	West Coast	Iwakuni	Msawa	18
							Sasebo	Yokohama Z1	18
							Yokohama Z2	Yokohama	18
							Yokota	Yokota	18
ROUTE/ZONE: West Coast to Korea									
Dry FEU	Weekly Space Commitment		Additional	Container Pools		Transit	Days		
	MCC	Maximum*		Location	20'/40'		Ports	Destination	Days
	350	1800	13	DD San Joaquin, CA	22 x 40' dry	West Coast	Inchon	Kunsan	22
							Munsan	Osan Ni	22
							Pusan	Pyongtaek	22
							Seoul	Taegu	22
							Tong Duchon Ni	Ulsongu	22
							Waegan		22
ROUTE/ZONE: West Coast to Okinawa									
Dry FEU	Weekly Space Commitment		Additional	Container Pools		Transit	Days		
	MCC	Maximum*		Location	20'/40'		Ports	Destination	Days
	150	800	6	DD San Joaquin, CA	14 x 40' dry	West Coast	Kadena	Naha	25

* Maximums established at double the estimated annual volume.

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VN SCR Requirements

ATTACHMENT

ROUTE/ZONE: East Coast to North Europe and U.K.

MCC		634	Maximum *	2500	Weekly Space Commitment		24	6
Dry FEU								

Container Pools		20' / 40'	30 x 40' dry
Location		DDSP, PA	

Transit Ports		East Coast	Days
Destination		Bad Kreuznach	19
		Bilburg	19
		Rotterdam	19
		Frankfurt	19
		Giessen	19
		Idaroberstein	19
		Kaiserslautern	19
		Mannheim	19
		Nuremberg	19
		Schweinfurt	19
		Stuttgart	19
		Wuerzburg	19
		Felixstowe	19
		Lakenheath	19
		Hoensbroek	19
		Mons	19

ROUTE/ZONE: East Coast to West Med

MCC		47	Maximum *	260	Weekly Space Commitment		2	2
Dry FEU								

Container Pools		20' / 40'	3 x 40' dry
Location		DDSP, PA	

Transit Ports		East Coast	Days
Destination		Aviano	22
		Brindisi	22
		Leghorn	22
		Venezia	22

* Maximums established at double the estimated annual volume.

ATTACHMENT 9

3/1/01 1:13 PM

NEXCOM SCR Requirements

ATTACHMENT ROUTE/ZONE: West Coast to Japan									
	MCC	Maximum*	Weekly Space Commitment		Additional	Container Pools		Transit Ports	Destination
						Location	20'/40'		
Dry FEU	504	2015	19.5	29.5		Chino Dist Cntr	6 x 40' dry	L.A	Iwakuni
Reefer FEU	86.5	346	3.5	5.5		Chino, CA (Pomona)			Sasebo
						Montebello Dist. Cntr	4 x 40' dry		Yokohama
						Montebello, CA (Baldwin Pk)		S.F.B.	Yokosuka
									Iwakuni
									Sasebo
									Yokohama
									Yokosuka
								Puget	Iwakuni
									Sasebo
									Yokohama
									Yokosuka

* Maximums established at double the estimated annual volume.

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NEXCOM SCR Requirements

ATTACHMENTS										
ROUTE/ZONE: East Coast to West Med										
Dry FEU Reefer FEU	<u>MCC</u>	361 36	<u>Maximum</u> 1443 143	<u>Weekly Space Commitment</u> 14 2	<u>Additional</u> 21.5 3	<u>Container Pools Location</u> Norfolk Dist Center Norfolk, VA	<u>20'/40'</u> 5 x 40' dry	<u>Transit Ports</u> East Coast	<u>Destination</u> Naples, IT Catania, IT Rota, SP	<u>Days</u> 18 22 16
	ROUTE/ZONE: East Coast to U.K.									
	Dry FEU	<u>MCC</u>	24.5	<u>Maximum</u> 98	<u>Weekly Space Commitment</u> 1	<u>Additional</u> 1.5	<u>Container Pools Location</u> Norfolk Dist Cntr	<u>20'/40'</u> 1 x 20' dry	<u>Transit Ports</u> East Coast	<u>Destination</u> London

* Maximums established at double the estimated annual volume.

ATTACHMENT 10

GSA SCR Requirements 3/1/01 1:15 PM

ATTACHMENT																
ROUTE/ZONE: West Coast to Japan																
Japan	Dry FEU	MCC	143	Maximum	1392	Weekly Space Commitment	14.5	Additional	4	Container Pools	Location	n/a	20/40'	Transit Ports	Destination	Days

* Maximums established at double the estimated annual volume.

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GSA SCR Requirements

ATTACHMENT									
ROUTE/ZONE: East Coast to North Europe									
		Weekly Space Commitment		Additional		Container Pools		Transit	
		MCC	Maximum			Location	20/40'	Ports	Destination
Dry FEU		124	1224	12.5	4	n/a	20/40'	East Coast	Bad Kreuznach
									Biburg
									Frankfurt
									Isarobersheim
									Kaiserslautern
									Mannheim
									Nuremberg
									Schweinfurt
									Stuttgart
									Wuerzburg
									Lakenheath
									Leeds
ROUTE/ZONE: East Coast to West Med									
		Weekly Space Commitment		Additional		Container Pools		Transit	
		MCC	Maximum			Location	20/40'	Ports	Destination
Dry FEU		47.5	468	4.5	2	n/a	20/40'	East Coast	Catania
									Aviano
									Leghorn
									Moron AB
									Naples
									Rota
									Vicenza
ROUTE/ZONE: East Coast to East Med									
		Weekly Space Commitment		Additional		Container Pools		Transit	
		MCC	Maximum			Location	20/40'	Ports	Destination
Dry FEU		5	48	0.5	2	n/a	20/40'	East Coast	Incirlik, Turkey
ROUTE/ZONE: East Coast to Adriatic									
		Weekly Space Commitment		Additional		Container Pools		Transit	
		MCC	Maximum			Location	20/40'	Ports	Destination
Dry FEU		96	960	10	3	n/a	20/40'	East Coast	Skopje, Macedonia
									Tuzla, Bosnia
									Taszar, Hungary

* Maximums established at double the estimated annual volume.

ATTACHMENT 11

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LUMBER SCR Requirements

ATTACHMENTS									
ROUTE/ZONE: West Coast to Korea									
Dry FEU	MCC	69	Maximum	288	Weekly Space Commitment	3	Additional	2	Container Pools Location Tacoma, WA
									20/40' 3 x 40' dry
									Transit Ports Puget Sound Zone 3
									Destination Pusan
									Days 22
ROUTE/ZONE: West Coast to Japan									
Dry FEU	MCC	48	Maximum	192	Weekly Space Commitment	2	Additional	2	Container Pools Location Tacoma, WA
									20/40' 1x40' dry
									Transit Ports Puget Sound Zone 3
									Destination Yokohama
									Days 17
ROUTE/ZONE: West Coast to Okinawa									
Dry FEU	MCC	51	Maximum	216	Weekly Space Commitment	3	Additional	2	Container Pools Location Tacoma, WA
									20/40' 1 x 40' dry
									Transit Ports Puget Sound Zone 3
									Destination Naha
									Days 23

* Maximums established are double the estimated annual volume.

ATTACHMENT 12

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MPSA SCR Requirements

ATTACHMENT									
ROUTE/ZONE: West Coast to Japan									
Dry FEU	MCC	52	Maximum*	262	Weekly Space Commitment	3	Additional	2	Container Pools
									Location
									BMC
									Richmond, CA
									20'/40'
									6 x 20'
									2 x 40'
									Transit
									Origin
									S.F.B.
									Destination
									Misawa
									15
									Yakota
									15
									Tokyo
									15
									Yokohama
									15
ROUTE/ZONE: West Coast to Korea									
Dry FEU	MCC	83	Maximum*	416	Weekly Space Commitment	4	Additional	2	Container Pools
									Location
									BMC
									Richmond, CA
									20'/40'
									10 x 20'
									2 x 40'
									Transit
									Origin
									S.F.B.
									Destination
									Kunsan
									22
									Taegu
									22
									Pusan
									22
									Seoul
									22
ROUTE/ZONE: West Coast to Okinawa									
Dry FEU	MCC	42	Maximum*	208	Weekly Space Commitment	2	Additional	2	Container Pools
									Location
									BMC
									Richmond, CA
									20'/40'
									5 x 40'
									Transit
									Origin
									S.F.B.
									Destination
									Kadena
									20
									Naha
									20

* Maximums established at double the estimated annual volume.

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MPSA SCR Requirements

ATTACHMENT									
ROUTEZONE: East Coast to North Europe and U.K.									
Dry FEU	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40' 18 x 20' 22 x 40'	Transit Origin	Destination	Days
		394	19	5	NJ & BMC, Jersey City, NJ		New York	Brussels, BE	19
								Bad Kreuznach, GE	19
								Bitburg, GE	19
								Frankfurt, GE	19
								Idaroberstein, GE	19
								Kaiserslautern, GE	19
								Lakenheath, UK	20
								Mannheim, GE	19
								Nuremberg, GE	19
								Schwenfurt, GE	19
								Stuttgart, GE	19
								Wuerzburg, GE	19
								Alconbury, UK	20
								London, UK	20
								Aviano, IT	21
								Vicenza, IT	21
ROUTEZONE: East Coast to West Med									
Dry FEU	MCC	Maximum*	Weekly Space Commitment	Additional	Container Pools Location	20'/40' 6 x 20' 4 x 40'	Transit Origin	Destination	Days
		63	3	2	NJ & BMC, Jersey City, NJ		New York	Catania, IT	22
								Naples, IT	21
								Rota, SP	18

* Maximums established at double the estimated annual volume.

ATTACHMENT 13

ATTACHMENT										
ROUTE/ZONE: East Coast to Southwest Asia										
				<u>Weekly Space Commitment</u>	<u>Additional</u>	<u>Container Pools</u>		<u>Transit</u>		
	<u>MCC</u>	<u>Maximum</u>				<u>Location</u>	<u>20'/40'</u>	<u>Ports</u>	<u>Destination</u>	<u>Days</u>
Dry FEU	20	78	1	2	Dan Daniel Dist. Cntr.	1 x 20' dry	East Coast	Al Kharj, Saudi Arabia		35
					Newport News, VA	2 x 40' dry				
	17	66	1	2			East Coast	Kuwait City, Kuwait		38
Dry FEU	5	36	1	2	MDV Norfolk , VA	1x20' dry	Jacksonville	Riyadh, Saudi Arabia		37
							Norfolk			37
							Boston			40
Dry FEU	21	60	1	2	N/A		Pocomoke City, MD	Al Kharj, Saudi Arabia		37
								Riyadh, Saudi Arabia		
							Pocomoke City, MD	Kuwait City, Kuwait		38
Reefer FEU	72	204	2	2	N/A		Pocomoke City, MD	Al Kharj, Saudi Arabia		37
								Riyadh, Saudi Arabia		
							Pocomoke City, MD	Kuwait City, Kuwait		38
Dry FEU	15	60	1	2	N/A		East Coast	Mina Salman, Bahrain		38
Reefer FEU	14	56	1	2	N/A		East Coast	Mina Salman, Bahrain		38
ROUTE/ZONE: North Europe to Southwest Asia										
				<u>Weekly Space Commitment</u>	<u>Additional</u>	<u>Container Pools</u>		<u>Transit</u>		
	<u>MCC</u>	<u>Maximum*</u>				<u>Location</u>	<u>20'/40'</u>	<u>Ports</u>	<u>Destination</u>	<u>Days</u>
Dry FEU	19	96	1	2	N/A		Karlsruhe. GE	Riyadh, Saudi Arabia		28
							Kaiserslautern, GE	Manama, Bahrain		
							Giessen, GE	Kuwait City, Kuwait		
							Giessen, GE	Al Kharj, Saudi Arabia		
							Giessen, GE	Riyadh, Saudi Arabia		
							Kaiserslautern, GE	Al Kharj, Saudi Arabia		
							Karlsruhe. GE	Kuwait City, Kuwait		
Reefer FEU	9	48	1	2	N/A		Kaiserslautern, GE	Riyadh, Saudi Arabia		28
							Karlsruhe. GE	Manama, Bahrain		
							Kaiserslautern, GE	Kuwait City, Kuwait		
							Mannheim, GE	Kuwait City, Kuwait		
							Kaiserslautern, GE	Riyadh, Saudi Arabia		

ATTACHMENT 14

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Honduras SCR

ROUTE/ZONE: East Coast to Honduras						
	<u>MCC</u>	<u>Maximum</u>	<u>Weekly Space Commitment</u>	<u>Additional</u>	<u>Container Pools</u>	<u>Transit</u>
					<u>Location</u>	<u>Ports</u>
					<u>20'/40'</u>	<u>Destination</u>
						<u>Days</u>
Dry FEU	24	96	1	2	Atlanta Dist. Cntr	US EC/GC Ports
Reefer FEU	2	8	N/A	N/A	Forest Park, GA	Comayagua, HO
Dry FEU	12	48	1	2	N/A	Pocomoke City, MD
Reefer FEU	12	48	1	2	N/A	McAllen, TX
						Pocomoke City, MD
						McAllen, TX
						Comayagua, HO

ATTACHMENT 15

OCEAN CARRIER PAYMENT PROCEDURES

1.0 Section 1 – Traditional Payment Method

Carriers are entitled to receive basic freight payment within 30 days upon delivery of the cargo to the ultimate destination cited on the Shipping Order (SO). Payment will be computed for each container, breakbulk or Roll On/Roll Off (RO/RO) shipment and will consist of the sum of all payments due for all services ordered and furnished as described on the shipping order. Basic freight and accessorial payment will be based on the schedule of rates established for Universal Service Contract 03 (USC 03). All payments earned will be made in accordance with the Federal Acquisition Regulation (FAR) 52.212-4. The shipper must submit Transportation Control and Movement Document (TCMD) data for each container load of cargo or for each Transportation Control Number (TCN) pertaining to a breakbulk shipment. This information is utilized to produce an ocean manifest. The ocean manifest is compared to the SO for payment purposes. The SO is generated once the booking is made and contains all relevant booking data. When a discrepancy exists between the ocean manifest and the SO, the paying officer will advise the Contracting Officers Representative (COR) or the Ordering Officer (OO). The COR, in conjunction with the OO, will take action to resolve the issue. Failure on the part of the Government to produce an accurate cargo manifest in a timely manner will not preclude the carrier from submitting an invoice upon delivery of the cargo. The carrier must submit required documentation (Electronic Data Interchange (EDI) EDI 315 Transaction Set) as mandated by the contract. This documentation may be utilized to confirm that services were performed. The carrier is not entitled to payment if services performed were not requested or approved by the Contracting Officer (CO) or his/her designee prior to performance.

1.1 Container

1.1.1 Basic Freight

The carrier may submit, in accordance with the SO, a certified invoice for origin linehaul and ocean freight to the Military Traffic Management Command (MTMC) activity designated as the paying office after a stuffed container has been picked up by the carrier or has been received at their terminal for movement. The invoice should be broken down by Contract Line Item Number (CLIN) for the service being invoiced, i.e., drayage, linehaul, ocean transportation, accessorial, and must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* In addition, **Figure 1, Sample Billing-Invoice**, of this attachment, depicts all of the information that the carrier should provide. Once a container has been off-loaded at the port of discharge (POD), the carrier may be paid the basic ocean rate and payment for any drayage or linehaul service performed prior to loading. Payment of freight shall be based on the number, size and type of container or the tonnage shown on the manifest, whichever is applicable. The Government may use any information available to it to establish container discharge for purposes of payment. Discharge of the container will be deemed to have occurred upon expiration of two (2) working days after arrival of the vessel at the POD. The MTMC paying offices are listed below:

- **Area of Responsibility:** Export from United States, Central and South America, and the Caribbean Islands.

Military Traffic Management Command
Deployment Support Command
Attn: RM-I
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-8380 DSN: 927-8380
Facsimile: 757-878-7895 DSN: 927-7895

Point of Contact: Isaac McGlothen

Email: Mcglotherni@mtmc.army.mil

- **Area of Responsibility: Export from Continental Europe, United Kingdom, Ireland, Baltic, Mediterranean, Middle East, South Asia, Indian Ocean and Africa.**

598th Transportation Group
Payment Certification and Billing Division
(MSC London)
Doe Complex, Block 1, Wing 5
Lime Grove, RUISLP
Middlesex HA4 8RT, United Kingdom

Telephone: 44-208-385-5383
Facsimile: 44-208-385-5195

Point of Contact: Mr. Wickersham
Email: wickersj@pcbo.mtmc598th.army.mil

- **Area of Responsibility: Export from Far East, Australia, New Zealand, Marshall Islands (Kwajalein), Guam, Hawaii**

599th Transportation Terminal Group
Carrier Invoice and Payment Branch
Bldg. 200, Room 101
Mizuo-San Ban Bashi Nai (North Dock)
Mizuo-Cho Kanagawa-Ku
Yokohama, JA
- OR -
PSC 471, FPO AP 96347

Telephone: 81-045-451-0179 DSN: 269-6102
Facsimile: 81-45-451-3664 DSN: 269-6147

Point of Contact: Jeff Hammond
Email: Hammondj@836tb.yokohama.army.mil

Destination linehaul freight shall be paid upon delivery of the container to its ultimate destination. Delivery may be established based on certification of delivery by the CO or his/her designated authority resulting from information available to the Government. A copy of a receipt signed by the consignee or its agent may also be used to establish delivery. Delivery to the ultimate consignee will be deemed to have occurred upon placement of a container at the ultimate destination or upon expiration of two (2) working days after the carrier tenders the container for delivery.

When a stuffed container is picked up by the carrier or delivered to the carrier for movement under a single factor rate, the carrier may submit to the MTMC activity designated as the paying office a certified invoice broken down by CLIN and in accordance with the SO. Upon discharge of a container at the POD, the carrier will be paid the full amount of the applicable single factor rate. Payment of freight will be made based on the number of containers or the tonnage and cargo shown on the manifest, whichever is applicable.

1.1.2 Stop-offs

When stop-off service is performed, the carrier will be entitled to the freight based on the drayage or linehaul rate either to the point of origin or destination, or to a stop-off point, whichever is greater. When more than one (1) pickup or delivery location within the contiguous property of the vendor or activity is required for the same container, 33% of the appropriate stop-off rate shall be applied for performing a delivery or pickup at each additional location.

1.1.3 Detention

Detention invoices must be submitted to the CO's representative designated to certify such invoices not later than six (6) months after vessel discharge. Detention invoices received after that time will not be certified for payment and the carrier waives any right to payment, unless the delay is due to a Government failure to provide documentation in a timely manner. **Figure 2, Standard Billing Detention Form**, depicts all of the information that the carrier should provide on their invoice.

1.2 Breakbulk

1.2.1 Basic Freight

When the vessel loaded with Government cargo sails, the carrier may submit a properly certified invoice to the MTMC paying office. The carrier is entitled to payment upon the delivery of the cargo at the POD. The delivery of the cargo shall be deemed to occur upon the estimated date of arrival at the discharge port as provided by the carrier on the invoice. When the carrier submits the invoice at the time of sailing, payment shall occur within 30 days from the date the invoice is received by the paying office. If the invoice is submitted upon the vessel's arrival at the POD, payment will be made within 30 days after delivery. Payment will be made on the basis of manifested measurement tons (MsTs) of 40 cubic feet or 2240 lbs., whichever produces the greater revenue.

The carrier must submit a properly certified invoice similar in format to **Figure 1, Sample Billing Invoice**. The invoice must contain the following statement: *I hereby certify that the above bill is correct and just; and services were performed as ordered.* The invoice should be broken down by CLIN and indicate the TCN, ocean freight and any accessorial services, including outport arbitrary, extra length, liner terms and Barge Freight All Kinds (FAK), ordered by the booking office and performed by the carrier. A copy of the MTMC manifest, supplements or adjustments is not required but can be attached for the convenience of the carrier and the paying office.

1.2.2 Demurrage

Any time lost in conjunction with damages caused by the Government stevedores will be for the account of the Government and payable, at the demurrage rate, upon presentation of a properly supported and certified invoice. The carrier must provide all invoices related to demurrage to the COR, who will verify the services and certify the invoice for payment.

1.3 Payment Issues Common to both Breakbulk and Container Carriers

1.3.1 Additional Charges

The carrier shall pay all charges and expenses incurred for the account of the Government, which are not covered under an accessorial rate and which are not paid directly by the Government or the consignee. These charges may include dues, charges, duties and taxes customarily levied on the cargo. The carrier will present properly supported invoices to the local COR/OO, who will verify, certify and authorize reimbursement by the paying office.

1.3.2 Service Changes

Any service changes ordered, such as diversion of cargo to another POD or vessel terms of carriage, after lift has occurred will be reported to the paying office, with a copy to the origin COR and the Deployment Support Command (DSC) Booking Office, via email or facsimile by the entity authorizing the change. In CONUS, the COR/DSC Booking Office will verify the services and provide authorization to the paying office.

1.3.3 Discrepancy Resolution

When the amount charged by the carrier differs from the services provided, as listed on the MTMC manifest and/or the SO, the paying office will resolve the differences with the DSC Booking Office, documentation office and or the cargo management office. The carrier should contact the paying office to resolve any under or over payments.

When a carrier is aware of any discrepancies in the military manifest, the carrier should contact the local documentation office to obtain a corrected manifest. The carrier may invoice the Government for the remainder of the freight movement while working with the documentation office to obtain a manifest adjustment or the carrier may delay the invoice until the entire manifest is correct. The carrier may be required to provide evidence (i.e., cargo survey reports reflecting discrepancies, corrected TCMDs, etc.) to support the change. The documentation office will correct the data entries in Worldwide Port System (WPS) resulting in a properly documented manifest.

2.0 Section 2 – Management Reform Memorandum 15 (MRM 15) Payment Method

MRM 15 containers can be identified by a “M” in the 11th position of the TCN. The MRM 15 program is currently required only for Continental United States (CONUS) outbound containers. Ultimately, the process will be implemented for Outside CONUS (OCONUS) outbound containers as well as breakbulk and RO/RO cargo. Thirty days prior to the implementation of MRM 15 OCONUS and for all breakbulk shipments, the carrier will be contacted and advised of pending enforcement. Under MRM 15 procedures, carriers are entitled to receive basic freight, in addition to accessorial services ordered, when the confirmation of lift is recorded in PowerTrack. Payment will be computed based on the booking, the Shipping Instruction (SI), the Verified Shipping Instruction (VSI) and the carrier’s EDI 315 Transaction Set– “VD” Vessel Departure. If there is a mismatch among the four (4) documents, the appropriate party will make corrections before payment is made. Any post lift change in service orders, including diversions and detention will be processed via the PowerTrack eBill process. Any illegal service changes executed by the carrier will not be paid. The principal Government participants in the process are, MTMC DSC Booking, Documentation and Resource Management (RM) Offices, MTMC OCONUS booking offices, MTMC OCONUS Ports (PODs), MTMC Contracts Office and the Integrated Booking System Project Management Office (IBS-PMO). The MRM 15 Points of Contact are listed below:

Military Traffic Management Command
Deployment Support Command
661 Sheppard Place
Fort Eustis, VA 23604-5000

Telephone: 757-878-xxxx or DSN: 927-xxxx
Facsimile: 757-878-xxxx or DSN: 927-xxxx

Office	Point of Contact	Tel.	Fax. Ext.	Email
Documentation Division	Joe Repp	8621	8625	Reppi@mtmc.army.mil
DSC Booking Office	Margaret Sitts	5348	1810	Sitts@mtmc.army.mil
DSC Booking Office	Jim Hudgens	5110	1810	Hudgens@mtmc.army.mil
Paying Office	Isaac McGlothen	8380	7895	Mcgllotheni@mtmc.army.mil

The primary functions in the MRM 15 payment process include the booking, documentation, cargo movement and customs clearance, carrier payment request and carrier payment. Unique MRM 15 requirements for documentation and cargo movement, as they relate to payment, are clarified below.

2.1 Documentation

Accuracy in documentation is the key to accurate billing and payment. The shipper will generate the SI/TCMD, the carrier the EDI 315 Transaction Set “VD”. The MTMC DSC Booking Office will perform all documentation-based changes in IBS-Commercial Sealift System (CSS). The DSC Booking Office, working with the shipper and/or carrier, will receive all updates and enter them into IBS-CSS. Carriers will have access to the IBS-CSS website to view, but not change the booking, SI, VSI or EDI 315 data.

2.1.1 IBS-CSS will compare the booking with the SI. All workload data matching between booking and SI data will be performed and stored in IBS-CSS prior to transmitting it as a “priced-out VSI” to the carrier and PowerTrack. If there is not a match at the field level for one of the primary data elements, the SI will be neither “verified” nor priced-out until the discrepancy is reconciled. The primary data elements are: Port Call File Numbers (PCFN), Port of Embarkation (POE), POD, consignee Department of Defense Activity Address Code (DoDAAC), carrier Standard Carrier Alpha Code (SCAC), van type and size, commodity code, number of stop-offs, if any, and location, origin and destination term (referred to as contract terms in IBS-CSS) and contract number.

2.1.1.1 If there is a match between the booking and the SI, the VSI is created and stored in the Integrated Booking System (IBS) and transmitted to the carrier (unpriced) to provide the shipment details. It is also transmitted through the IBS pricing module to generate a “priced-out VSI” to PowerTrack for carrier payment. This price will be calculated based on the services ordered.

2.1.1.2 If there is a mismatch between the booking and SI data, the DSC Booking Office will contact the shipper to resolve the discrepancy and make the necessary changes in IBS-CSS. Corrections to mismatched data are to be reconciled in IBS-CSS within three (3) Government business days from the time the mismatch is flagged. After the correction has been made, the VSI will be generated, priced out and transmitted to PowerTrack.

2.1.1.3 In the event “vessel cutoff” has occurred, and the SI has not been received by IBS, the carrier will notify the DSC Documentation Office, who in turn will contact the shipper to determine if the SI was submitted or not. If the SI was submitted but not received, the MTMC IBS Branch will research and resolve the problem with the shipper. If the SI was not submitted, the DSC documentation office will insure that the shipper submits the data.

2.1.2 EDI 315 Transaction Set – “VD” Vessel Departure

The carrier will generate and transmit the EDI 315 Transaction Set to IBS via the Department of Defense (DoD) EDI mailbox for the “VD” Vessel Departure event. The carrier will generate and transmit one (1) EDI 315 Transaction Set for each container lifted. They will also transmit EDI 315 Transaction Set data to U.S. Bank for entry into PowerTrack.

2.1.2.1 In the event an EDI 315 Transaction Set is not received by IBS, the DSC Documentation Office will contact the carrier to determine if lift has occurred and if the EDI 315 Transaction Set was submitted. If the EDI 315 Transaction Set was submitted, the MTMC IBS Branch will research and resolve the problem with the carrier. If the EDI 315 Transaction Set was not submitted, the DSC Documentation Office will insure that the carrier submits the data.

2.1.2.2 In the event an EDI 315 Transaction Set is not received by PowerTrack, the DSC Documentation Office and the carrier must first mutually agree that lift has occurred and then concur on the correct data. The carrier will search PowerTrack for orphan records. If orphan records are found, it will be updated. If orphan records are not found, the carrier will enter the correct EDI 315 Transaction Set data in PowerTrack.

2.1.3 IBS-CSS will compare the VSI and the carrier’s EDI 315 Transaction Set. This will verify that the container was lifted, order rules were not violated, terms for carrier payment are still valid and accurate, and that cargo routing

is the same as ordered. The data fields for verification are: POE, POD, consignee DoDAAC, consignor DoDAAC, contract number, carrier, van type and size, ship name, sail date, contract terms (origin/destination code for the container), container number, voyage number (commercial), van owner, International Radio Call Sign (IRCS), and military Voyage Document (VoyDoc).

2.1.3.1 If there is a match between the VSI and EDI 315 Transaction Set, nothing further will be transmitted to PowerTrack for carrier payment.

2.1.3.2 If there is a mismatch between VSI and EDI 315 Transaction Set data that *does not result in a price change*, the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Nothing further will be transmitted to PowerTrack.

2.1.3.3 If there is a mismatch between the VSI and EDI 315 Transaction Set data *that results in a price change*, (from the original priced-out VSI transmitted to PowerTrack), the DSC Booking Office will contact the carrier to resolve the discrepancy and make the necessary changes in IBS-CSS. Once the discrepancies are resolved, IBS-CSS will re-price the VSI and re-transmit to PowerTrack.

If carrier payment had not yet been executed via PowerTrack, the “re-priced VSI” will serve as the Government’s expected charges. If payment has been executed (using the original priced-out VSI), the price variance will be offset via the eBill process.

2.2 Cargo Movement

2.2.1 The DSC documentation office will insure the carrier is provided with a VSI or Provisional Instruction (PI) prior to vessel cutoff. The carrier will perform services according to the PI if the VSI is unavailable.

2.2.2 If service changes occur, including diversions, after lift has occurred, the entity ordering the change will notify the DSC Booking Office. The DSC Booking Office will notify DSC-RM so that any required rate adjustments can be made in PowerTrack. The notification will be made by email or facsimile.

2.2.2.1 If the change of service was initiated by the DSC Booking Office, they will notify DSC-RM.

2.2.2.2 If the change of service was initiated by MTMC Overseas booking office (Ocean Cargo Clearance Authority (OCCA)), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.3 If the change of service was initiated by the MTMC Port (POD), they will notify the DSC Booking Office as well as DSC-RM.

2.2.2.4 If the change of service was initiated by the carrier, they will notify the DSC Booking Office, who will notify the shipper, MTMC Port (POD), MTMC Overseas booking office (OCCA), and DSC-RM.

The DSC Booking Office will verify the new services ordered and authorize DSC-RM to make the change in PowerTrack.

2.2.3 In the event the change of service ordered is outside the scope of the contract, DSC-RM will notify the CO or his/her designated representative, who will insure the legality of the transaction.

2.2.3.1 If the change of service ordered is deemed to be legal, the CO will establish a rate for payment to the carrier and notify DSC-RM.

2.2.3.2 If the change of service ordered is illegal, the CO will notify the DSC Booking Office, who will contact the carrier and ordering entity to stop the execution of the service change order.

2.2.3.3 If the illegal service change order has already been executed, the carrier is not entitled to payment.

2.3.3.4 In the event the change of service is a diversion, the entity ordering the change will also notify the carrier and the MTMC Port representative at the new POD. The MTMC Port (POD) will then access IBS-CSS and pull down the shipping information for customs clearance using the “POD Diversion” function.

2.2.3.5 In the event there are detention charges associated with a container, the carrier will notify the DSC-RM, who will in turn initiate the government’s verification process of the changes.

2.3 Carrier Payment Request

2.3.1 The carrier will have the option of sending an electronic invoice to PowerTrack or using the invoiceless approach. Regardless of the option chosen, the carrier is required to submit EDI 315 Transaction Set - “VD” Vessel Departure event for each container to confirm lift. If the EDI 315 Transaction Set is not received, PowerTrack will not complete the payment process.

2.3.1.1 A transaction in PowerTrack can be updated with data from IBS-CSS or the carrier prior to remitting payment. PowerTrack will accept and replace transaction sets with the most recently submitted data. In situations where transactions are updated, comments must be documented in PowerTrack for audit purposes.

2.3.1.2 In the event that a data update results in a price change after a transaction has been approved for payment, but prior to execution of the transaction (invoiceless manual payment approach), the transaction will not be executed. DSC-RM and the carrier will be notified in an on-line exception report. DSC-RM will reconcile the discrepancy in order for the transaction to be re-approved in PowerTrack.

2.3.1.3 In the event that a data update is transmitted to PowerTrack, but payment has been executed, DSC-RM and the carrier will be notified and will resolve any price changes via the PowerTrack eBill process.

2.3.2 Post lift changes, to include diversions and detention charges will be paid through PowerTrack. The carrier will submit an ebill to PowerTrack. DSC-RM will coordinate with the booking and/or cargo management office who will certify for payment. Liquidated damages or payments resulting from failure to meet contractual guarantees will be handled in the traditional method.

2.3.3 All pricing details by PCFN, container or type service level will be viewable in PowerTrack via the Internet. Carriers will not have the capability to view the price in IBS-CSS prior to sending an invoice/payment request (or EDI 315 Transaction Sets for the invoiceless approach) to PowerTrack.

2.3.3.1 VSI data will be priced out at the ocean freight, accessorial and type service level for transmission to PowerTrack.

2.3.3.2 Carrier invoices must separate the charges into the type service level.

2.3.3.3 If a priced-out VSI has not been generated by the time the carrier’s EDI 315 Transaction Set is received by PowerTrack, the DSC documentation office will insure that one is transmitted to PowerTrack within three (3) Government business days from the time the EDI 315 Transaction Set was received in PowerTrack.

2.4 Carrier Payment

2.4.1 The carrier payment process cannot begin until there is a confirmation that services have been performed. The event to confirm that services have been performed will be the receipt of the carrier’s EDI 315 Transaction Set for the “VD” – Vessel Departure event. Confirmation of lift must be recorded in PowerTrack before the carrier can be paid.

2.4.2 Carriers will have the option of either submitting an electronic invoice to PowerTrack or not. If the carrier is submitting an invoice (the invoice approach), they will not have the option for manual payment approval (auto-pay only). The carrier will submit their invoice data to PowerTrack after vessel departure. If the carrier is not sending an invoice (the invoiceless approach), payment can be executed either automatically or manually, depending on the carrier’s preference. The carrier will have the option of establishing a tolerance level with the bank outside of which

payment will not be automatic. If the tolerance level is exceeded, the entire transaction will be put on hold, and no payment will be made until the carrier and DSC-RM reach a resolution.

2.4.2.1 Invoice Approach – If the carrier has elected to submit an invoice, payment can be executed under the auto-pay approach if the dollar amounts in MTMC’s priced-out VSI equal the amount in the carrier’s invoice transmission, and if the PCFN, van owner, container number and service type match as well.

2.4.2.2 If the priced-out VSIs and the carrier’s invoice do not match, payment can be made to the carrier at the lower of the two (2) amounts. After payment has been executed, the carrier and DSC-RM will resolve the discrepancy, and the resulting offset will be adjusted via the eBill process.

2.4.2.3 Invoiceless Approach – If the carrier elects the invoiceless approach, they will only send the EDI 315 Transaction Set “VD” to PowerTrack. PowerTrack will automatically generate a payment transaction when the carrier’s EDI 315 Transaction Set enters PowerTrack and there is a match between the EDI 315 Transaction Set and MTMC’s priced-out VSI. This matching is done at the PCFN-container level, and must match van owner and container number.

2.4.3 Under the manual approach, available only under the invoiceless choice, the carrier will have three (3) Government business days to access PowerTrack and either accept or dispute the payment transaction. The carrier may accept the transaction, not accept the transaction, or not respond to the transaction.

2.4.3.1 If the carrier accepts the transaction payment will be executed.

2.4.3.2 If the carrier does not accept the transaction, payment will be put on “hold” until DSC-RM and the carrier resolve the discrepancy.

2.4.3.3 If the carrier does not respond to the payment transaction within three (3) Government business days, payment will automatically be executed by PowerTrack. DSC-RM will adjust any offsets required after payment has been executed via the eBill process.

2.4.4 DSC-RM and the carrier are responsible for researching and resolving all discrepancies.

2.4.4.1 DSC-RM will have three (3) Government business days from the time the discrepancy is flagged in PowerTrack to respond to it. The discrepancy is flagged through the Audit Exception and Approval Request Reports.

2.4.4.2 Once resolution is achieved, the transaction or data will be correctly updated in both PowerTrack and IBS-CSS. Remarks will also be made in PowerTrack for audit control purposes. If the error pertains to the EDI 315 Transaction Set, the carrier will make the correction and annotate remarks in PowerTrack. If the error pertains to either the booking or SI/VSI data, the DSC Booking Office will make corrections in IBS-CSS. IBS-CSS will re-price and send the updated transaction to PowerTrack.

2.4.4.3 Payment will be remitted to the carrier via Electronic Funds Transfer (EFT). (Rules governing EFT payment will be finalized with each carrier individually by U.S. Bank.)

2.4.5 In instances of carrier overpayment, lowered Government price, or where additional charges are incurred by the carrier after original payment has been executed, adjustments or off-sets will be made by DSC-RM through use of an eBill.

2.4.5.1 All eBills will require manual approval by DSC-RM for processing, to include the government’s manual verification of any carrier detention charges.

2.4.5.2 Either the carrier or DSC-RM will be able to submit an eBill. Once in PowerTrack either the carrier or DSC-RM will have three (3) Government business days to respond to an eBill. If it is a carrier submitted eBill, MTMC DSC-RM has the authority to approve or dispute the offset. If DSC-RM submitted the eBill, the carrier has the authority to approve or dispute the offset.

2.4.5.3 If an eBill is disputed, the transaction will not be executed until resolution is obtained from DSC-RM.

JTMO STANDARD BILLING - INVOICE

CARRIER					INVOICE NO.					
SHIPPING ORDER NO.					CONTRACT NO.					
SHIP NAME					VOYAGE DOCUMENT NO. (MILITARY)					
SAILING DATE PORT OF LOADING PORT OF DISCHARGE ROUTE AREA & ZONE	NUMBER OF CONTAINERS or BREAKBULK TON NUMBER	CLIN	INITIAL ORIGIN	ULTIMATE DESTINATION	TYPE SERVICE OR CHARGE	UNIT OF MEASURE	CARGO CATEGORY	QUANTITY (in terms of measure)	APPLICABLE RATE PER EACH UNIT OF MEASURE	AMOUNT BILLED
e.g. 01 SEPT 00 PORTLAND SATTANIP (11A9)					e.g. Ocean freight, Drayage at (name of city) Line-haul from origin Line-haul to destination, surfing or detention	e.g. MT Each or Day	e.g. General Cargo, Vehicles or Reefer	Carry to two decimal places		

*Indicate container serial numbers by use of footnotes or by attaching a separate page

FIGURE 1 SAMPLE BILLING INVOICE

STANDARD BILLING DETENTION FORM

CARRIER INVOICE NUMBER

CHECK AS APPROPRIATE

DETENTION

REEFER MAINTENANCE

LIQUIDATION DAMAGE
VOYAGE DOCUMENT NO.

(a) CONTAINER NUMBERS	(b) TYPE CNTR	(c) SIZE CNTR	(d) TYPE CHG	(e) TYPE REEFER MAIN CHARGE	(f) DOD AAC ULTIMATE CONSIGNEE	(g) DATE OF CONTAINER DISCHARGE	(h) DATE CUSTOMS DOCUMENT REQUIRED	(i) DATE ENTERED PORT STAGING	(j) DATE OF ON CARRIAGE	(k) DATE ON CARRIAGE REQ'D

THE ADMINISTRATIVE ELEMENTS OF THIS WORKSHEET ARE CERTIFIED TO BE CORRECT

SIGNATURE OF GOVERNMENT CERTIFYING OFFICIAL
PRINT NAME AND COMMAND

DATE

Figure 2 Standard Billing Detention Form (Page 1 of 2)

STANDARD BILLING DETENTION FORM

TYPE CONTAINER D-DRY; R - REEFER
TYPE CHARGE: D = DETENTION, RM - REEFER MAINTENANCE
TYPE REEFER MAINTENANCE CHARGE A = COLUMN A; B = COLUMN B
TYPE LIQUIDATION DAMAGE CHARGE: OC = ON-CARRIAGE; LS = LATE START
TYPE DATE: JULIAN
ORIGIN VESSEL NAME DESTINATION VESSEL NAME POD CONTRACT AGREEMENT NO.

(l) DATE OF ON CARRIAGE	(m) DATE ENTERED CNSTIVE STAGING	(n) DATE RELEASED CNSTIVE STAGING	(o) DATE OF ARRIVAL CONSIGNEE	(p) DATE CARRIER NOTIFIED OF EMPTY	(q) DATE CARRIER P/U EMPTY	(r) NUMBER OF DAYS RETENTION	(s) NUMBER DAYS REEFER MAIN	(t) NUMBER DAYS REQ'D DAMAGE	(u) TOTAL CHARGES

I CERTIFY THAT THIS INFORMATION IS CORRECT AND JUST AND THAT PAYMENT HAS BEEN RECEIVED

OCEAN CARRIER REPRESENTATIVE SIGNATURE
PRINT ABOVE NAME AND ADDRESS OF OCEAN CARRIER

DATE

Figure 2 Standard Billing Detention Form (Page 2 of 2)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that –

(b)

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages as outlined in the requirements per working day or per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2000)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 N/A (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

 N/A (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

 N/A (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 N/A (ii) Alternate I to 52.219-5.

 N/A (iii) Alternate II to 52.219-5.

 X (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

 X (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

- N/A (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- N/A (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- N/A (ii) Alternate I of 52.219-23.
- X (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (12) 52.222-26, Equal Opportunity (E.O. 11246).
- X (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- N/A (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X (16) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- X (17)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- ____ (ii) Alternate I of 52.225-3.
- ____ (iii) Alternate II of 52.225-3.
- N/A (18) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (19) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- N/A (20) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- X (21) 52.225-16, Sanctioned European Union Country Services (E.O.12849).
- X (22) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- N/A (23) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- N/A (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- N/A (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

X (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

N/A (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

N/A (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

N/A (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 2012(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Fixed-Price Economic Price Adjustment (FPEPA)/Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts with relevant equitable price adjustments for the allowance of fluctuations in marine fuel prices (Bunker Adjustment Factor (BAF)) and in foreign currency exchange rates (Currency Adjustment Factor (CAF)), resulting from this solicitation.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 FEU or 1 MsT, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of the capacity of the carriers vessel;

(2) Any order for a combination of items in excess of the capacity of the carriers vessel; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one (1) business day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the completion of any sailing booked prior to the completion date of the contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the requirement.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 483111 SIC code is 4412 – Deep Sea Foreign Transport of Freight.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2000)

(a) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ N/A 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ N/A 252.225-7001 Buy American Act and Balance of Payment Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ N/A 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program _____ Alternate I (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ N/A 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ N/A 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2241 note).
- ☐ N/A 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).

☐ N/A 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (☐ Alternate I) (Section 8064 of Pub. L. 106-259).

☐ N/A 252.225-7021 Trade Agreements ☐ Alternate I (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ N/A 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).

☐ N/A 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).

☐ N/A 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).

☐ N/A 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (☐ Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).

☒ 252.243-7002 Certification of Requests for Equitable Adjustment (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (☒ Alternate I) (☒ Alternate II) (10 U.S.C. 2631).

☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631). 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631)

(End of clause)